

FINAL REPORT

ON THE

SURVEY AND SETTLEMENT OPERATIONS

IN THE

JALPAIGURI DISTRICT,

1906-1916.



CALCUTTA :

THE BENGAL SECRETARIAT BOOK DEPOT.

1919.

REPORT ON THE SURVEY AND SETTLEMENT OF JALPAIGURI DISTRICT.

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FINAL REPORT
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IN THE
DISTRICT OF JALPAIGURI.

CHAPTER I.

Introductory.

THE settlement office was closed on 29th February 1916, but several important questions were still pending, the orders on which must be incorporated in this report if any finality in my account of the real issues involved in the settlement was to be attained. If this report were merely an account of work done and money spent it could have been submitted in 1915 before I went on long leave. It has however a more important function than this. Jalpaiguri was from a settlement standpoint an experimental and pioneer district, as the system of land-holding was imperfectly understood, and it was questionable whether the existing Bengal Tenancy Act was suitable for this part of Bengal. In addition to this problem there were the problems arising from the somewhat complex legal situation in the Western Duars. All these points will be dealt with at considerable length in the body of the report. I merely mention them now to explain why this report was not submitted in 1915. Until final orders on these new and difficult questions were passed by Government it was impossible to do more than narrate the history of the operations and describe proposals and discussions without giving the conclusions to which they led up.

2. In finally framing this report I have discarded nearly all that I wrote in 1915. The various steps in the operations have already been reported* to Government in annual and special reports; and in Mr. Sunder's report, the District Gazetteer, and the Settlement Report on the Chaklajat Estate of Babu Harendra Narain Chowdhuri will be found a wealth of detailed information about the district. I propose to collect into an appendix volume all the more important papers relating to this settlement, and I have therefore avoided the use of scissors and paste as far as possible. The chief object which I have kept before me is that of presenting a full and clear account of the important questions which this settlement was intended to elucidate, and, in regard to the Western Duars, of supplying the deficiencies of Mr. Sunder's report by giving a comprehensive account of the revenue system and of the legal position of Government as landlord of the tract. I am conscious of many defects in arrangement and of numerous repetitions throughout the report. It would however be difficult to prevent the Chapters on Assessment, Leases and the Rights of Tenants from overlapping, as throughout the operations these questions were inextricably bound up together.

The most important function of this settlement was the assessment of the Western Duars.

Mr. Sunder's settlement increased the revenue from arable lands in the Western Duars from Rs. 2,33,999 to Rs. 3,74,901.

The natural development of the tract between Mr. Sunder's settlement and the recent resettlement had increased the revenue to Rs. 4,36,856.

This re-settlement resulted in a revenue demand of Rs. 6,33,439.

The process of development was only brought to a standstill by the orders of Government suspending all new settlement in the Western Duars

until after the war. It has however made such progress since my settlement rent-roll was finally published that the total revenue above stated is considerably less than the present maximum demand.

3. A very serious loss of revenue was caused by the delay in the inception of these operations. Mr. Sunder's settlement expired in 1907 and it was in January 1907 that the survey of our first (experimental) block began. To obviate a similar loss of revenue on the next occasion it will be desirable to take up the question of re-assessment not later than 1930, as the present settlement will expire in 1934 and 1935. The cost of surveying and re-settling the Western Duars was just under Rs. 10,00,000.

4. The Western Duars records were printed at Faridpur, while the papers of the permanently-settled area were hand-copied at Barisal. The zemindars took complete copies of the record, and have found them very useful. In my present appointment as Vice-President of the State Council, Cooch Behar, I have a unique opportunity of criticising the work of my late settlement staff in Jalpaiguri. I may say that the management of the Chaklajat Estate is satisfied with the accuracy and lucidity of the record.

5. At the end of this report are bound up some statistical tables compiled with enormous labour and considerable expense under most trying conditions by a staff saturated with malaria. I cannot help feeling that, however accurate they may be, such statistics are not worth the time and money they cost. In a developing district they are out of date before they are ready; and they tend to delay unduly the completion of the operations. In the case of Jalpaiguri district I am of opinion that it would have been sufficient to total up all the figures collected in the field and preserve the original papers, leaving it to future seekers after knowledge to extract such statistics as their need required; or else to complete the final publication, shut down the settlement as a separate department and leave the compilation of statistics to the Deputy Commissioner with a special staff. I do not mean to criticise the working of the present system in other districts, but it is a fact that the necessity for compiling these statistics resulted in Jalpaiguri in great delay to the completion of the operations and a great increase to the total costs.

6. Many adverse criticisms have from time to time been levelled at the settlement staff of Jalpaiguri which in the course of this report I have tried to answer. It will be out of place here to descant upon the merits of my staff one by one. From time to time those whose devotion to duty called for special mention were brought to the notice of Government by me through the Director of Land Records. I would merely record here my debt of gratitude and appreciation to Babu J. N. Roy, my Headquarters Assistant Settlement Officer, and to Messrs. Harris and Hollow with whose names the assessment of the Western Duars—to mention but one of their achievements—is inseparably connected. I would also place on record my appreciation of the work of Mr. O. J. Hart, for many years my Technical Adviser in survey matters.

CHAPTER II.

General description of the district.

7. The district of Jalpaiguri as an administrative unit came into being on 1st January 1869 by the amalgamation of the Western Duars district with the Jalpaiguri subdivision of Rangpur (Notification of 8th December 1868). This subdivision had been formed in 1854 with headquarters at Sookanee and was called the Sookanee subdivision until the formation of a military cantonment at Jalpaiguri led to the transfer of the headquarters and the alteration of the name.

The so-called Western Duars district was formed in 1864 and consisted of that portion of the lands taken from Bhutan at the end of the war which lies between the Tista and Sankos rivers. Three subdivisions were included in the district, namely, Sadar with headquarters at Mainaguri, Buxa with headquarters at Alipur and Dalinkote which three years later was transferred to Darjeeling district. At the same time as this transfer was made the

criminal jurisdiction of the Jalpaiguri sub division of Rangpur was transferred to the Deputy Commissioner of Western Duars district.

In 1870 Patgram was transferred from Rangpur to Jalpaiguri.

8. There have been many subsequent minor changes in the boundaries of Jalpaiguri district, the history of which is not particularly interesting and has now ceased to be of importance inasmuch as all the boundaries with a few exceptions are clearly known and in most places clearly defined.

The exceptions are as follows :—

(1) A small portion of the boundary between Patgram and Cooch Behar State in Shibram taluk.

This formed the subject of a dispute. On the evidence available which seemed to favour the Cooch Behar contention, a line was adopted for the purposes of this settlement omitting the disputed strip of land from our records. At the same time I recorded the opinion that a boundary commission should be appointed to fix and demarcate this boundary in a final and authoritative manner when the cadastral maps of Cooch Behar State should be ready.

(2) In various parts of the North-Western boundary of the district confusion has arisen and is likely to arise owing to the fact that the estate of Baikanthapur, though borne entirely on the tauzi roll of the Jalpaiguri Collectorate, overlaps the notification boundary between Jalpaiguri and Darjeeling districts.

I would recommend that a fresh notification be issued on completion of the impending re-settlement of the Darjeeling Terai jotes defining the common boundary of the two districts as coincident with the boundary of the estate as then ascertained and mapped. The considerations which led to the inclusion of a portion of Siliguri town and environs in Darjeeling district in 1881 (*vide* Notification of 29th November 1881) may still be strong enough to prevent the cancellation of that order, but I would strongly recommend that the boundaries of this knob of territory be redefined so as to accord with present conditions. Siliguri is a small town with two railway termini in its midst. It is highly inconvenient that the common boundary of two districts should run through the place forming an ill-defined and little understood line of cleavage, and many practical difficulties have arisen therefrom within my knowledge and experience.

As the whole of the Baikanthapur Estate is already borne on the tauzi roll of the Jalpaiguri Collectorate, and as it is geographically all included in a ring-fence, the former proposal involves nothing very drastic and the latter may be examined in the course of the Terai jote settlement.

(3) relates to the Cooch Behar Zemindari.

The two *chaklas* of Boda and Patgram make up the southern portion of the permanently settled part of the district. These two *chaklas* are separated from each other by a strip of Cooch Behar territory; and a multitude of enclaves of Cooch Behar State are scattered through them; similarly a number of enclaves of the *chaklas* lie within the periphery of the State.

The reason why the two kinds of land are mixed up in scattered patches seems to be this. At the beginning of the 18th century the Muhammadans made a partial conquest of the Koch kingdom. Some patches of land fell into the physical possession of the Muhammadans and some remained in the physical possession of outlying representatives of the Koch kings. In 1711 Raja Rup Narain made a treaty with the Muhammadans. This treaty recognised the *status quo*. The lands of which the Muhammadans had obtained possession were settled with the Koch kings as a subordinate zemindari, while the lands of which the Koch kings had retained possession were confirmed as part of their kingdom. In the settlement with the Muhammadans the Koch kings took the zemindari *benami* in the name of the "Nazir Deo"; but at the time of the permanent settlement the British Government settled the zemindari with the Raja in his own name. The zemindari is still composed of many patches, but it consists of three main *chaklas*—two are now in Jalpaiguri, namely, Boda and Patgram, and one is now in Rangpur, namely, Purba Bhag. The zemindari is known by the name of "Chaklajat," which is of course the plural of *chakla*.

The revenue survey of Rangpur (including what is now the zemindari portion of Jalpaiguri) was carried out in 1857-58. The revenue survey maps of 1857-58 show clearly which patches belong to the *raj* and which to the *chaklajat*. The revenue survey of Cooch Behar was carried out in 1867-68. The maps of 1867-68 also distinguish between *raj* and *chaklajat*. These revenue surveys were preceded by and based on thakbust surveys. The two revenue surveys coincide with one another and with their respective thakbust surveys quite satisfactorily. About 1870 Mr. Beckett partially relaid the revenue survey lines and planted boundary pillars. He did not, however, plant any pillars on the small patches.

Certain maps and papers have been prepared by the Cooch Behar authorities. These maps and papers were prepared in connection with settlement operations which were conducted in the following years—

In Raj land.

(a) 1864—72.

(b) 1887—98.

In Chaklajat.

1876-82.

The maps prepared for the *raj* land in 1864-72 and for the *chaklajat* in 1876-82 are of the same kind, i.e., taluk maps and jote maps. The taluk maps are on the same scale as the thak maps concerned (8" or 16") and do not show individual fields. The Cooch Behar maps, both for the *raj* and for the *chaklajat*, were prepared on the "Khasra" system, without a theodolite traverse. They purport to follow the thak maps and they do so fairly well. The lengths of the sides of fields are noted in the *chitha*. In the re-settlement of *raj* lands in 1887-98 no fresh maps were prepared, nor were the existing maps corrected. Notes were however made in the *chitha*.

For the purpose of the present proceedings the Cooch Behar authorities demarcated with bamboos the patches of *chaklajat*. This was only a rough demarcation, carried out without instruments. This gave a general indication to the settlement staff, but it could not be taken as authoritative. Nor could "present possession" be taken as authoritative. It is true that the raiyats had distinctive *dakhilas* for the two kinds of land and that they could generally say which fields they regard as appertaining to each *dakhila*; but the *ex parte* statements of raiyats and amlas could not be taken as determining the limits of British territory.

The revenue survey maps of 1857-58 and 1867-68 were taken as the authoritative test. It was first ascertained whether the taluk maps and jote maps of the Cooch Behar authorities coincided with the thak maps, and that the thak maps coincided with the revenue survey maps. When this was found to be the case, the boundary was surveyed on the basis of the 16" jote maps lying on the exterior of the taluk. The boundary was always taken along existing *ails*, a little give-and-take being allowed where necessary. No material discrepancies were discovered.

This scattered territory gives much unnecessary difficulty to the administration both of Cooch Behar State and of Jalpaiguri district, and the boundaries of all these enclaves are an ever-present and fruitful source of petty troubles. It has been proposed on several occasions that an exchange of territories should be effected so as to constitute Cooch Behar a ring-fence state and to make Jalpaiguri a similarly compact district. The areas whose exchange has been mooted are very nearly equal, and it has been suggested that the Maharaja should retain the position of zemindar in the areas ceded by him and regain that of sovereign in those ceded by the Government of India.

In the course of this settlement the boundary between this district and Bhutan and the boundary between this district and Cooch Behar have, where necessary, been correctly realigned and demarcated. These, being boundaries of British India, are defined in agreements between the Government of India and the rulers of the said adjoining states and are otherwise absolute and unalterable boundaries entirely independent of possession.

9. The area of the district is 2,891 square miles of which 1,928 are temporarily settled and form the tract known as the Western Duars. The remainder which is permanently settled is for all practical purposes divisible into two portions, namely, the two big estates of Baikanthapur and Chaklajat. The tauzi roll, it is true, bears the names of 390 other estates, but none of these are of any size. A few are important, though small, in that they form part of the lands of big landlords of other districts, such as the Rajas of Tajhat and Kakina.

The Western Duars formed the subject of a long and detailed report by Mr. Sunder. He dealt very fully with the gazetteer aspect of his subject, though the information given about the work of his settlement and the revenue problems of the tract left something to be desired. I do not propose to attempt to rewrite Part I of Mr. Sunder's report, but shall content myself with supplementing the information given by him where the development of the tract, which has gone on rapidly since his time, renders it necessary to do so. I should add that the District Gazetteer was re-written while this settlement was in progress.

For similar reasons I shall touch but lightly on the gazetteer aspect of the Chaklajat estate in view of the excellent report of Babu Harendra Narayan Choudhury on the subject of the resettlement which was gradually carried out from 1877 to 1899.

Baikanthapur Estate is the only part of the district which has not heretofore been the subject of a special report. I shall therefore give a more detailed account of this zemindari. The history of the estate is for all practical purposes the history of the Raikat family. With a view to writing that history I collected what information was available, but before I wrote the history Mr. R. N. Reid, I.C.S., Joint Magistrate of Jalpaiguri, was directed by the Deputy Commissioner to write a note on the subject. I placed at his disposal all the information I had collected and in return obtained his permission to reproduce his note in my report which I now do in full :—

"History of the Raikat family of Baikanthapur.

10. **Sources.**—The main source for the history of the Baikanthapur Raikat family is Glazier's Report on the district of Rangpur dated 1873. The present district of Jalpaiguri, in which the Baikanthapur Estate now lies, was not created until 1869, when, as Glazier regretfully puts it, the change dictated by "the supposed necessity of providing a headquarter station for the annexed Duars of Bhutan and a stepping stone between Darjeeling and the rest of the straggling Cooch Behar division . . . wrested from us pargana Baikanthapur." Glazier's report, however, deals with Rangpur as it stood before it was deprived of Jalpaiguri.

Much information, particularly about the connection of Baikanthapur with Cooch Behar, is to be found in Babu Harendra Narayan Choudhury's book on "The Cooch Behar State and its Land Revenue Settlements," and, lastly, there is a certain amount of less detailed information in Volume X of Sir W. W. Hunter's Statistical Account of Bengal.

2. The Baikanthapur Raikat family, the earlier history of which is in a large measure the history of the Kuch Behar Raj, and which owes its importance to its connection with that family, traces its origin to the same sources, viz., the Kuch Chief Hajo. Hajo's daughter, Hira, became, by the God Siva, so the story goes, the mother of two sons, Visu and Sisu. Visu ascended the throne as second King of Kamrup in 1522 A.D., and it is from this line that are sprung the Maharajas of Kuch Behar. At his coronation Sisu held the royal umbrella over his head and assumed the title of Raikat. There are differences of opinion about the precise meaning of this title. In Babu Harendra Narayan Choudhury's book, it is stated that Raikat means "head of the family and hereditary chief minister." Hunter writes as if Raikat meant second person in rank in the Kuch kingdom. Another derivation explains the term as meaning "lord of the caste." At a later period in his reign Visu conquered what now forms the western portion of Jalpaiguri district, and Sisu obtained his permission to take for himself and settle in the pargana of Baikanthapur.

There is nothing noteworthy to record in connection with the Baikanthapur family during the reign of Nara Narayan Bisu's successor on the *gadi* of Kuch Behar. When Nara Narayan was succeeded by Lakshmi Narayan in 1587, the Raikat brought his "nazar" in the newly struck coin of the realm, but Lakshmi Narayan was a feeble ruler and when, in 1621, his son Bir Narayan came to the throne it is recorded that the Raikat signified his independence by ceasing to hold the umbrella over the Raja at his coronation.

But the Raikats by no means ceased to interest themselves in the affairs of Kuch Behar, which was at this time torn with internal dissensions, while the people of Bhutan had seized the opportunity of interfering in the affairs across the border. In 1680, on the death of the Maharaja Mod Narayan, his ministers sent to the Raikats Bhujdeb and Jagatdeb for help, and they placed Basudeo Narayan on the throne. Only two years however were to elapse before Basudeo Narayan was slain by the rebels and the Raikats again were called in. They defeated the rebels and installed a child of 5 years of age, Mohendra Narayan, on the *gadi*. On their death, however, a few years later, Mohendra Narayan was left helpless and his advisers made overtures to the rebel claimants to his throne.

4. Joy Narayan, who was then called to the aid of his rival, endeavoured to protect the Kuch Behar territory as best he could, but the Moghul incursions had now commenced and from 1687 onwards they began to establish themselves in district after district belonging to Kuch Behar. According to Glazier's Report, Baikanthapur was never subject to the Moghuls, though some accounts say that it transferred its allegiance to them and agreed to pay a nominal tribute. During the struggle between the Kuch Behar rulers and Muhammadans for Cooch Behar territory, the Baikanthapur Raikats, Jagdeo and Bhoj, also intervened, apparently solely with a view to their own advantage, and invaded Cooch Behar. But Satya Narayan, the Dewan, of Kuch Behar, proved a match for both his enemies in not only expelling the Raikats but also in forcing the Moghuls to a peace in 1711, whereby, though the *chaklas* of Boda and Patgram were nominally ceded to them, they were still held in farm by Satya Narayan on behalf of Kuch Behar.

5. For the next five or six decades there is little to record of the history of Baikanthapur. In 1765 the Dewani of Bengal, Behar and Orissa was conferred on the East India Company by Shah Alam, Emperor of Delhi, and it was not long before the Company entered into relations with Kuch Behar. The aggressions of the Bhutias, encouraged by the weak and disturbed state of the plains state, had been going on in increasing degree ever since the beginning of the 18th century, and by 1765 Bhutan was supreme in Cooch Behar and nothing could be done without the sanction of her representative. In 1772 the Raja of Kuch Behar was unable to support this intolerable state of affairs any longer, appealed to the Company, and in 1773 a treaty was concluded, whereby Kuch Behar became a Feudatory State of the English, and the latter immediately ejected the Bhutia forces from Cooch Behar. A treaty was made by the Company with Bhutan in 1774 and the Raikat of the time, Darpa Deo, who was, according to Dr. Buchanan Hamilton, at the bottom of the whole of the events that led up to these troubles, was confirmed in those parts of Batrishazari, or Baikanthapur, as had not been already ceded to Bhutan: but a revenue was assessed on his lands, and he was placed on exactly the same footing as an ordinary zemindar while being deprived of all authority in Kuch Behar proper.

It is interesting to note that Darpa, in a petition of remonstrance against the heavy revenue assessed on him, which he addressed in 1777 to the Collector of Rangpur, calls himself Raja of Batrishazari, and it seems he was popularly called Raja.

6. The Bhutias did not rest satisfied with the terms of the treaty of 1774, and soon set to work to wrest still more land from the unfortunate zemindars of Baikanthapur, whose interest suffered from the fact that the Government, being desirous of reaching Tibet through Bhutan, were apparently more anxious to carry out this policy and conciliate Bhutan than to scrutinize very carefully the merits of either party's claims. The result was that by persistent application on the part of the Deb Raja to the Governor-General, the Bhutias obtained a large tract of Baikanthapur lying

east of the Teesta, containing the celebrated temple of Siva at Jalpesh, and also a village west of the Teesta, named Ambari-Falakata, right in the centre of the zemindari. In the general confusion that preceded the English conquests, and in the course of desultory warfare between the hillmen and petty states of the plains, the line of country occupied by the former had no doubt continually varied, and probably, at some time or other, the Bhutias had been in possession of the territory they claimed; but it is, on the other hand, clear that the Bhutias had not been in possession of the tracts in question immediately before their war with the English. Mr. Purling writes in 1790, some years after the lands had been given up:—"I was at Rangpur both before and since the Cooch Behar district was brought under the Company's protection, and I never, till now, heard of any claim of the Bhutias upon Jalpesh and Falacotta. Jalpesh is a pagoda of Hindoo worship with which Bhutias can have nothing to do." The Government orders directing the transfer were first given in 1779, and were repeated from time to time, as the efforts of the Baikanthapur Raja interposed delays.

7. When Baikanthapur was annexed in 1772, the zemindar paid an annual tribute of Rs. 10,000, but after an enquiry was made into the resources of the country in 1774, the revenue payable was increased to Rs. 25,000, which was further increased to Rs. 30,000 in the following year. This was maintained in spite of the Raja's energetic remonstrances. In 1779 occurred what Glazier describes as the "fictitious rebellion of Baikanthapur." Balances had been allowed to accrue for three years, and in 1779 a *sezawal* was appointed to collect the revenue from the country direct. The *sezawal* sent in reports that the zemindar had employed dacoits to murder him. He retired to Narea in pargana Bola, but his people were attacked, one barkandaz was murdered, others were wounded, and some thrown into the river. The Collector of Rangpur took vigorous measures, and issued a proclamation, threatening the zemindar that if he did not deliver himself up within fifteen days, he would be for ever excluded from the possession of his land, which should be made over to his brother. The Raja was caught without any difficulty and brought to Rangpur. Twoamins were sent out to enquire into the matter, and they reported that the *sezawal* himself had sent dacoits into Baikanthapur who had plundered the country. The zemindar was released and the *sezawal* was made over to the *fouzdard* for trial, with what result is not known. In 1780 a deduction of Rs. 6,238 was allowed on account of lands made over to the Bhutias, and the revenue paid in that year was Rs. 25,935. On this basis the permanent settlement was made.

The above figures, which are taken from Glazier's report, do not work out accurately, but are no doubt approximately correct.

8. Baikanthapur was, during the latter part of the 18th century, not much more fortunate in its relations with its western neighbour, Nepal, than in those with Bhutan; for from 1780 to 1786 raids were made almost annually into Baikanthapur by Nepalese on the pretence that the *fouzdard* of the Sikkim Raja had taken refuge there.

Baikanthapur was also infested by dacoits, who ravaged the country in armed bands amounting to several hundreds. In 1789 a large body occupied the Baikanthapur forest, whence they issued on their predatory excursions. The forest was composed of tree jungle interwoven with cane, and was impassable except by narrow paths known only to the dacoits. The Collector of Rangpur got together a force of two hundred *barkandazes* and held all the entrances to the forest. The robbers were at length starved out, and those who did not escape to Nepal and Bhutan were captured and brought to trial. It is said that within 12 months 549 dacoits were brought to trial in this and other parts of Rangpur district.

The effects of these energetic measures were soon seen in a great development of the country. Though all accounts tend to show that at the time of the Permanent Settlement the number of Muhammadans in the pargana was numerically of no account, yet Buchan reports in 1809 that he found half of the population to be Muhammadans, and his return of the two thanas comprised in the pargana would indicate that Muhammadans outnumbered the Hindus. The explanation is, that the Baikanthapur Raja, after the settlement, brought in a large number of Muhammadan immigrants

from Dinajpur to cultivate the waste lands, so that, as regards this part of the country, the population had more than doubled in twenty years.

An interesting link between Baikanthapur and the outer world is contained in a letter which came in 1783 from the Governor-General to convey the thanks of, and some presents from, the Emperor of China to the talukdar of Battrishazari (Zemindar of Baikanthapur) for helping on some elephants which had been sent from the Raja of Nepal to the Emperor, and had passed through Baikanthapur.

9. The history of the Raikat family in the nineteenth century is chiefly a record of frequent and protracted litigation. On the death of Jayanta Deb in 1800 his son and brother disputed the succession, Sarba Deb, the son being declared in the end by the Sadar Dewani Adalat to be entitled to it. This Sarba Deb, by taking forcible possession of some of the taluks the surrender of which to the Bhutias had never been acquiesced in by the Raikats, came into conflict with the Company. He was called on to explain his conduct and was taken to Rangpur, where he lived for some time as a sort of State prisoner. During the time he acquired the zemindari now belonging to the Raikats in Rangpur district.

Upon the death of Sarba in 1848, disputes arose among his sons, resulting in a decision of the Dewani Adalat, dated 8th February 1853, declaring the right of Makaranda Deb, as the eldest of the legitimate sons then claiming the family estates, to succeed according to family custom.

After the death of Makaranda Deb, whose two sons, Chandra Sekhar Deb and Jogendra Deb, successively obtained the inheritance, Phanindra Deb sued Jogendra Deb, his nephew, claiming the succession on the ground that he was born of a superior wife married by Sarba Deb in the Brahma form. This suit was dismissed in 1874, the conclusion being that both parties were the offspring of marriages termed "Gandharva."

In March 1878 Jogendra Deb died without issue. After his death the question arose whether he had made a valid adoption of Rajeswar Das, newly named Jagadindra Deb. Phanindra Deb alleged the adoption to be invalid by the custom of the Baikanthapur family, and also denied the authority of the deceased Raikat to alienate the family estate. In 1879, the District Judge of Rangpur made a decree in favour of Phanindra Deb, declaring him to be entitled to the estate of the Raikat of Baikanthapur. In 1881, the High Court reversed this decree and there was an appeal to the Privy Council, which was decided in 1885 in favour of Phanindra Deb Raikat. Their Lordships were of opinion that the Baikanthapur family, though they affected to be Hindus, had retained and were governed by family customs which, as regards some matters, were at variance with the Hindu Law. They had no hesitation in holding that whatever Hindu customs may have been introduced into it, the custom of succession by adoption had not been introduced. Their Lordships did not enter into the question whether the existence of a family custom forbidding the alienation by gift and consequently by will had been proved. The District Judge, however, in a judgment, which their Lordships praise as able and well considered, decided that Jogendra Deb had no power to make away the property of the Raj by will or deed or gift.

10. Phanindra Deb Raikat died in 1895, and was succeeded by his minor son, Prasanna Deb Raikat. The estate was managed by the Court of Wards from 1904 until Prasanna Deb Raikat attained his majority in 1914.

List of Raikats of Baikanthapur.

1. Sisu Sing Raikat.
2. Manahar Deb Raikat.
3. Manikya Deb Raikat.
4. Shiba Deb Raikat.
5. Ratna Deb Raikat.
6. Mahi Deb Raikat (1621-1667).
7. Bhooja Deb Raikat (1667-1687).
8. Bishnu Deb Raikat (1687-1709).
9. Dharma Deb Raikat (1709-1724).
10. Bhup Deb Raikat (1724-1736).
11. Bikram Deb Raikat (1736-1758).

12. Darpa Deb Raikat (1758-1793).
13. Jayanta Deb Raikat (1793-1800).
14. Sarba Deb Raikat (1800-1847).
15. Raj Rajendra Deb Raikat, minor (1847-1849).
16. Makoranda Deb Raikat (1849-1852).
17. Chandra Sekhar Deb Raikat (1852-1865).
18. Jogendra Deb Raikat (1865-1877).
19. Jagadindra Deb Raikat, minor adopted son (1877-1885).
20. Phanindra Deb Raikat (1885-1895).
21. Prasanna Deb Raikat (1895)."

11. I would add to the historical information above given the fact that on two previous occasions the estate was under the Court of Wards, namely, between 1800 and 1812 A.D., during the minority of Sarba Deb, and again between 1857 and 1863 during the minority of Chandra Sekhar Deb. These facts were of importance during the present settlement operations in the settlement of fair rents under section 105, Bengal Tenancy Act.

From the earliest days of Jalpaiguri district the Raikat of Baikanthapur claimed the Tista river as a jalkar of his estate, and two cases were contested in the High Court on this point, one in 1882 and the other, which also went subsequently to the Privy Council, in 1897.

By the decision of 1897 the eastern bank of the Tista as shewn in Pemberton's map of 1858-59 was defined as the boundary between Baikanthapur and the Western Duars. There is reason to believe that Pemberton had only surveyed up to the Western bank and had merely sketched in the eastern bank by eye, showing approximately what size of river the Tista was. As the whole of the Tista river was included by O'Donel in his thakbust and Revenue Survey maps of the Western Duars, Pemberton had no reason for surveying the eastern bank unless the boundary question was raised by the estate. The estate had just been taken under the Court of Wards, so it is safe to assume that the question was not raised before Pemberton. The task of demarcating Pemberton's imaginary line was carried out by the Survey Department in 1900-1902, the work being tested and favourably reported on by Lieutenant. (Now Major) Hirst in the latter year; and it was primarily to settle the Tista char lands that the extension of the present settlement operations to Baikanthapur was requested. As a considerable portion of the line even in Lieutenant Hirst's time fell in the river bed, and as the Tista of recent years has been working eastwards, it was inevitable that many of the marks had been washed away. In 1910 Mr. Hart, the Technical Adviser attached to this settlement party, relaid Lieutenant Hirst's line, and as a result certain minor re-adjustments of territory between the estate and the Government estate of Western Duars took place.

The Western boundary of this estate, as mentioned in an earlier paragraph, overlaps a little into Darjeeling at some points, while everywhere else it coincides with the district boundary. Along its southern boundary the Baikanthapur estate marches with the territories of the Maharaja of Cooch-Bihar, the State itself at the east of the line and the zemindary along the rest.

A small block of land is separated from the main block by the Tista river and lies south of the Western Duars pargana of South Mainaguri.

12. The northern corner of the estate consists of some 71 square miles of compact forest. This forest contains much sal timber and will become a very valuable property when it recovers from the denudation which it suffered for many years. It was proposed in 1904 to extend the Forest Act to this forest and it was provisionally placed in charge of the Deputy Conservator of Forests, Jalpaiguri Division. At the time the Manager of the estate was strongly opposed to the transfer, and this opposition was maintained, till at last the Raikat clinched the matter by refusing to agree to surrender his forest.

The attitude of the Forest Department from the first was that unless continuous control over a long period of years could be guaranteed, it was useless to take over this forest. No guarantee could of course be given beyond the date of the ward's attainment of his majority, but it was anticipated that he would then agree to continue the arrangement. I was gazetted Forest

Settlement Officer in 1907, but on taking up the work I speedily found that so many encroachments, trespasses and alleged rights would be met with that nothing could be done until the cadastral maps were ready. I should add that the preparation of a map and record-of-rights in respect of this forest was one of the primary reasons adduced by Mr. Gruning, Deputy Commissioner at the time, for extending this settlement to Baikanthapur. In 1909 I took up the work on the spot, but progress was exceedingly slow owing to the necessity of investigating a multitude of claims, and as the estate had no one at the time to accompany me and present the landlord's side of the case, I postponed further work with the approval of the Director of Land Records. Meantime the Raikat formed definite opinions on the subject as stated above and was very anxious that the forest should not be reserved but should be left to his own management. In 1913 the Forest Department gave up their control of it—a control which, in the absence of the Forest Act and of any whole-hearted support from the Manager of the Estate, had never been effective, and subsequently in accordance with the Raikat's wishes all idea of reserving it was abandoned.

13. A series of parallel rivers, taking their rise in the north of the district, and running, more or less, due south, cut up this estate as well as the adjoining Chaklajat Estate into long narrow strips. The largest of these streams running parallel with the Tista on the east and the Mahanada on the west are the—

Karla
Talma
Panga

Jumna.
Karatoa.
Galma.

Only one of these rivers—Karatoa—is of any size. East and West communication by roads has hitherto been difficult, especially during the rains, but the District Board is gradually bridging all its roads. A bridge over the Karatoa at some convenient point is much required; and I understand that this project is under consideration.

14. Much of the land in Baikanthapur as also in Boda is high and sandy, though there are also very fertile stretches. The former would be of immense value were it nearer Calcutta, as a series of ideal golf-courses and general recreation grounds could be laid out thereon. But situated where they are, they are not a rich source of revenue to the landlord. The arable lands in the estate cover an area of 212,000 acres, of which some 150,000 acres or 71 per cent. are annually cropped. By far the most important crop is rice, which absorbs 85 per cent. of the cropped area. Jute accounts for some 9 per cent. only, tobacco for $1\frac{1}{2}$ per cent., oilseeds 1 per cent., garden produce 1 per cent., miscellaneous food-crops 1 per cent., miscellaneous food-grains 1 per cent. and sugarcane $\frac{1}{2}$ per cent. The paddy lands are mostly rich and fertile and cultivators are in general well-to-do.

15. The population of Baikanthapur consists principally of Muhammadans and Rajbansis, who profess Hinduism. The Rajbansi is really a Koch, but as the Rajas of Cooch Behar and Darrang were Koches the people instead of calling themselves Koches preferred to style themselves of the same family or "bans" as the Rajas.

At the time of the Census in 1911, a movement was inaugurated (or I should say more truly "revived", as the question had been mooted before) by a progressive section of the Rajbansi community to obtain recognition as Hindus of Khatriya caste. The leader soon got a large following, and in 1912 many monster meetings were held in this and in adjoining districts at which the ceremony of taking the sacred thread was performed by thousands of Rajbansis. Although isolated cases of friction between orthodox and reformed Rajbansis occurred, the movement was in general quite peaceful and undemonstrative. The Maharaja of Cooch Behar, however, gave no encouragement and the Census authorities were not sympathetic, so beyond a number of changes of name by individuals and the adoption of certain caste prejudice, such as refusal to eat pig's flesh, the movement made but slight visible impression on the life of the community. The people do not live in villages but in scattered homesteads in the middle of their respective lands. Owing to the nature of the soil, population is unevenly distributed, in some

parts being exceedingly sparse. As in the rest of the district, education is backward and in agriculture there is much room for enterprise and improvement.

16. The interior of this portion of Jalpaiguri has in the past been seldom visited by the higher district officials, as with the exception of the police-station at Rajganj, there is nothing specific to visit. This is a pity as the country is really attractive and the people friendly and hospitable.

Jalpaiguri and Siliguri are the only places of importance in the pargana. There is a thana at Rajganj. The only relic of antiquity worth mentioning, besides a few of the old tanks ascribed with very doubtful authenticity to Raja Lakshan Sen, the last Hindu King of Bengal, is the fort of Bhitargarh lying some 6 miles south-west of Jalpaiguri in which nothing remains to be seen but grassy ramparts and a heap of bricks. There are legends of secret passages but there is no surviving knowledge to bear out these legends.

17. **The parganas of Boda and Patgram**, always the most populous parts of the district, have changed but little since Babu Harendra Narayan Chondhury wrote his report. A new high school at Debiganj, a new road or bridge here or a new dispensary or rest-house there practically sum up the topographical alterations. Probably the most important change is the increase in the cultivation of jute, and the rise in the standard of living of the people due to the high prices obtained over a series of years for that crop. In prosperous years much money is wasted on the purchase of luxuries, such as English soap and scent and many cheap and trumpery gewgaws attractive to the eye but devoid of any practical utility. As an instance of the lengths to which this passion for novelties can go, the following occurrence is perhaps worthy of record. A resident of one locality, on a visit to Jalpaiguri, bought a guttapercha collar and went home wearing it. Soon he found imitators and the cult of the collar grew until an enterprising local shopman imported a supply. Then they were bought by every one, both by those who wore shirts and those who did not; so that the incongruous sight of a cultivator, clad in the scanty garments of his working hours but adorned with the guttapercha collar required by fashion, was not uncommon.

The lack of thrift is much to be deplored and it is to be hoped that the lesson of 1914 will not be entirely forgotten. In that year a slump in jute prices coincided with a partial failure of the winter rice crop. The cultivators seemed to have very inadequate reserves to fall back upon and there was some distress in places. Considering the large profits yielded by agriculture for many preceding years, this result was remarkable and indicated that the thriftlessness I have alluded to was not merely a recurring and temporary annual phase but had become habitual.

18. **The Western Duars**, as the strip of submontane country is called, which extends from the Tista to the Sunkos, bounded on the north by Darjeeling district and the State of Bhutan and on the south by the State of Cooch Behar, consists mostly of flat arable plains, but rises in the north to meet the first slopes of the Himalayas which begin with a series of plateaus varying in elevation from 500 to 2,000 feet. Tea gardens cover these plateaus and spread down into the plains below them. The district is cut up by big rivers, mountain torrents, and great forests into distinct localities, the only permanent link between which has hitherto been the railway, and even that link is liable to frequent breaches. The heavy rainfall, varying from 130 inches in some parts to nearly 300 inches in others, is usually well distributed over a large part of the year. Famine and agricultural distress are unknown, and the country wears a mantle of perennial green. The cold weather lingers here long after it has forsaken the plains of Bengal, and it is a disappointing season which does not bring a grateful coolness early in October.

To the lover of natural beauty the Duars has much to offer: a land of forest and river, bold bluffs and deep ravines, with the mountains rising dominant above it in ever loftier ridges till they merge in the distant snows.

19. To the sportsmen the Duars is no longer the happy hunting ground of former years, but there is still a good deal of game, big and small, for those who are in a position to get at it. The clearing of jungle and reclamation of waste land, which have gone on rapidly in recent years, have restricted the areas where game is accessible practically to the fringes of the reserved

forests. The dense undergrowth and compactness of the trees render the inner recesses of the forest almost inviolable sanctuaries, and guarantee for future generations of Shikaries a constant supply of game though the development of the district outside will go on increasing the difficulty of getting it. The principal wild animals found in the Duars are :—Elephant, rhinoceros, mithun, buffalo, sambur, swampdeer, hog-deer, barking-deer, tiger, panther, black bear and a large range of wild cats : red dogs are unfortunately increasing : pigs are very common, but there are few places where they can be ridden : the birds comprise peafowl, greater and lesser florican, jungle-fowl, black-partridge, marsh partridge, imperial and many other kinds of pigeons, snipe, painted snipe, quail, button quail, black quail, a few callidge pheasants, and an occasional woodcock : duck of many kinds and geese are found in small numbers on the larger rivers and occasionally on the jheels—which are neither large nor numerous—but the larger flights of migratory birds pass over the Duars as though this strip of country were too near the hills to settle on : hares are fairly abundant in places.

Of the large mammals the only varieties which can be said to be present in abundance are elephants, panthers, both large and small, and in a lesser degree tigers and bears. Efforts have been made in recent years to reduce the number of elephants, but the various kheddahs have not been very successful, and these interesting creatures are still as big a nuisance as ever. With the staunch conservatism which is characteristic of superior intelligence—in the jungle—they resent the innovations of Philistine humanity, and mark their disapproval by knocking down telegraph posts, overturning houses, and damaging railway bridges. At the beginning of this settlement they took strong exception to the traverse survey—an attitude of mind shared by many of their more civilised fellow-citizens—and strangely enough their disapproval vented itself in the same manner, namely, the uprooting of pegs. Clearly they shared the initial popular delusion that traverse pegs were a misguided attempt to mark boundaries, for their own forest boundary marks they leave alone.

Panthers swarm all over the district. There is never a bit of jungle so small that it does not from time to time afford a home to a panther. Two distinct varieties are found—ignoring the black panther the rare specimens of which that have been shot here being undoubtedly instances of melanism—one of which attains the size of a small tiger, while the other is a little beast seldom much exceeding 6 feet in length. Though very numerous, these panthers are not such a scourge on the cultivator as might be supposed. It is only when several congregate in one place and begin to kill on a large scale that he will take the trouble to invoke the assistance of the district authorities, which assistance is readily given.

Tigers are numerous but much less frequently shot than heretofore. This is due to the clearing of jungle. A tiger will not stay in a small patch, but will wander out to kill and usually return to his heavy forest. The tiger-infested areas are restricted practically to the reserved forests and their outskirts, and it becomes annually more and more difficult to get at them.

Bears in the same way are less ubiquitous than they are. A bear must have an impenetrable thicket to live in such as a cane-break if he is to be a settled inhabitant, and as such shelters are cleared away, the number of bears in evidence diminishes.

On the other hand, rhinoceros, mithun and buffalo, which for the past fifteen years or so have been strictly preserved, are steadily increasing in numbers, though it will be many a year before they recover from the lawful slaughter which almost brought them to extinction.

The rivers of the Duars afford excellent mahseer fishing, having been redeemed within recent years by the exertions of several local fishing clubs and the co-operation of the Forest Officers from the ruin to which dynamite and unrestricted netting and trapping had well-nigh brought them. Outside the limits of the mahseer reserves much might be done to develop and improve the fisheries. With such a wealth of streams it is absurd that the Duars should be so inadequately supplied with fish.

20. To the man of scientific bent the Duars offer a splendid field for exploration. Butterflies, beetles, spiders, moths, new and rare specimens,

reward the entomologist ; while the snakes and smaller mammals have by no means been exhausted. The forests contain many varieties of orchids, some being rare and valuable.

To the best of my knowledge no exhaustive geological or mineralogical survey of the Duars has been made, and there are not wanting indications that valuable discoveries are within the bounds of possibility. Among the phenomena of purely scientific interest that might be explained by a geologist is that which is known locally as the "Tista Guns." In rainy weather, especially about the month of May, these loud booming reports, emanating, as far as the ear can judge, from the river-bed, occur with great frequency usually in salvos of two or sometimes three. Similar but less intense manifestations occur in other Duars rivers, notably the Torsa. These detonations are often exceedingly loud and of great volume, like the report of a big gun some distance off. I have made repeated and fruitless attempts to locate the sounds and have often questioned boatmen and adjoining residents about them, but no one whom I have met has ever claimed to have seen the phenomenon occur. If it were an explosion of any kind, such as pockets of air or gas bursting under accumulated pressure—a plausible *prima facie* explanation inasmuch as the rivers run very largely underground in this part of the world, and in rainy weather will contain a larger percentage of air in solution—some visible manifestation would accompany the sound. It therefore seems probable that the sounds are not so local as they seem, but are heard over the whole area at the same instant, giving to each listener an impression of nearness but indefinite direction of origin. It is probable that the "Barisal Guns" are identical with them, and I believe similar phenomena occur in Java. I have been told that in the Rajshahi and Pabna districts also these sounds are heard, but have not myself heard them there. That these places are all situated above a known geological "fault" may be a mere coincidence.

Among other practical branches of scientific study for which unlimited facilities unfortunately exist in these parts are malaria and obscure fevers and a variety of important plant-blight. These problems have been the subject of much research, but they are very far from being solved and done with.

The movements of rivers and the art of training them so that they perform their allotted tasks without hindering the reasonable and legitimate enterprise of mankind is a study the importance of which has only been realised in very modern times. A river is an entity, a living thing with a personality and purpose. It has a definite work to perform and when that work is complete it dies. But the life of most rivers so immeasurably exceeds the life of a man, that no one man can hope to read the riddle of the river's life. Only by ceaseless and sustained observation over a long period can the problem be mastered. In the Duars a thousand and one riverain problems occur—some important, in that valuable lands in which capital has been sunk are involved, others of lesser immediate importance from the financial standpoint but of an ultimate importance in no degree inferior. Of this matter more will be said later on in this Chapter. It is a subject which will increasingly engage the attention of Government who, having prohibited every form of private enterprise in the training of rivers, will frequently be called upon for help and technical advice.

21. The Western Duars has not experienced many administrative changes of importance since Mr. Sunder's time. A few modifications in thana boundaries, the creation of a new outpost at Atiabari, the establishment of the headquarters of Damdim Thana at Mal, some changes in the boundaries of reserved forests, sum up the geographical side of the case.

In 1912 a member of the Indian Civil Service was for the first time appointed as Subdivisional Officer at Alijor Duar. In the same year the Duars Labour Act was passed, providing for the regular inspection of tea gardens in the interests of sanitation and public health by the Deputy Commissioner and the Civil Surgeon.

22. These administrative changes reflect important economic developments in the Western Duars. A glance at the coloured map, which prefaces Mr. Sunder's report, will show that east of the Torsa river the greater part of the country was unsettled waste land or forest, and from the figures given

in Chapter XXVI, it seems that nearly half the area coloured pink in that map and described as "Jote land cadastrally surveyed" was classed by him as "waste." This has all been changed now. The forests remain and have been slightly added to but the expanses of unsettled waste, which exceeded 293,000 acres in Mr. Sunder's time, have disappeared and in their place we have over 100 square miles of tea gardens, while the 68,000 acres of jote land, containing 32,000 acres of waste, have now developed into 241,792 acres of settled land, of which 71,500 arable acres were found to be undeveloped, leaving a balance of 41,580 acres as unsettled waste. Much of this is now earmarked as "reserves for fuel and grazing."

Similarly a great development has gone on in that tract which lies between the Jaldacca and the Torsa rivers. Although Mr. Sunder colours up practically the whole of this area as "Tea-grants" or "Jote lands cadastrally surveyed," a very large number of the former were at that time only speculatively taken up and were subsequently surrendered, being again taken up within recent years and this time opened out under tea. While the 193,000 acres cadastrally surveyed at last settlement included 41,500 acres of unsettled jotes, and within the 143,000 acres of settled jotes, there were 69,500 acres of undeveloped waste, the present state of development is shown by the following figures :—

	Acres.
Area of settled jotes	205,494
Undeveloped arable land within jotes ...	41,741
Area available for settlement	16,717

In Mainaguri Tahsil less advance has been made because there was less scope for development. Practically all the lands suitable for tea in this area were being developed in Mr. Sunder's time, while the area unsettled but available for settlement as jotes was stated to be only 12,700 acres out of 210,000 acres cadastrally surveyed, the 163,000 acres of settled jote land containing 51,000 acres of undeveloped waste. The corresponding figures of this settlement are as follows :—

	Acres.
Area of settled jotes	174,095
Undeveloped arable land within jotes ...	31,061
Area still available for settlement	13,382

Whether it was the settlement operations which gave a stimulus to the development of the Western Duars, or the tea-boom which has been contemporary with it, or, as is most likely, the combination of these influences, it is certainly true that the major part of the development outlined above has occurred in the last decade. The rapid extension of tea cultivation, absorbing as it has done much land previously held under jote leases and bringing into the district an enormous increase of coolie population, has stimulated the development of the arable lands in three principal ways :—

- (1) By opening new markets, it has increased both the demand for the produce of the soil and the facilities for disposing of it.
- (2) By absorbing pre-existing jotes, it has turned adrift a number of cultivators, who proceeded to take up new lands and develop them with the capital acquired from the sale of their previous jotes.
- (3) Many coolies from the tea gardens have settled down in the *bastis* and taken up lands of their own. In this connection I collected figures in 1910 to show particulars of the migration of coolies from tea gardens to the jote lands. Though now out of date these figures are interesting. In that year 64,281 acres of jote lands were in possession of *ex-tea garden coolies*—Uraons, Santhals, Mundas and Kharias accounting for 60,000 acres of this total. No account was taken of Paharias who hold a very large area, because it was impossible to ascertain how many of these were actually *ex-tea garden coolies*. But it is safe to assert that the chief credit of attracting these Paharia settlers to the district is shared by the tea gardens and the Forest Department, with the former an easy first.

Simultaneously, the survey of the tract and the preparation of the record-of-rights aided and stimulated the settlement of waste lands.

A regular land-boom occurred, the general tendency being for small jotedars to sell off their developed jotes at ever increasing prices and move off further east to take up new jotes for themselves. A further reference to this will be found in the Chapter dealing with the new leases of this settlement.

23. The opening up and development of the Duars, of which I have given the foregoing sketch, have brought into prominence a number of questions which are now under consideration and will in the future continue to press for attention. Although the urgency of these problems is greater in the Duars, where the exploitation of the country has outstripped the expansion of administrative machinery and public works in general, they are of great importance in the older parts of the district too, inasmuch as the attempts made to cope with the more claimant demands of the Duars have led to considerable neglect elsewhere. While dealing with these points, therefore, under the heading of the Duars, I shall, nevertheless, discuss, where necessary, their general application to the district as a whole. I propose to outline briefly the more important of these questions, as some account of them is indispensable to a comprehensive description of the present condition of the district. Those which I have selected are four in number, namely—

- (1) Sanitation.
- (2) Irrigation, drainage and river training.
- (3) Communications.
- (4) Agricultural improvements.

(1) **Sanitation** in Jalpaiguri district as a whole is as big a problem as in the rest of Bengal, while in the Western Duars it is even more so. Much more will be done in this line of progress when the co-operation of school-masters is fully secured and the simple and basic principles of hygiene are inculcated along with the so called three R's. A start has, it is true, been made in this direction, but it will be long ere the seed bears fruit. At every turn reform is confronted by prejudice. Adult prejudice is a stiff-necked foe, but the mind of youth is plastic.

The more important diseases which call for consideration in this district are malarial and other fevers, cholera, smallpox and enteric in human beings; and rabies and rinderpest in animals. I do not propose to exhibit my ignorance of the pathology and therapeutics of the diseases of which I write so glibly, but to state the facts in as brief a manner as possible.

Till about ten years ago the intensely malarious climate of the Western Duars was accepted with resignation by the inhabitants, European and Indian alike, as an inevitable part of their environment. The death-rate must have been enormous, and few, if any, escaped that weakening of the constitution and the impaired vitality which prolonged saturation with malaria inevitably produces. Every officer, who has been in charge of survey and similar operations in the Duars, has testified to the prejudicial effect of malaria on the progress of his work. O'Donel, Beckett, Hodgson, Sunder have all the same tale to tell. In 1888 Colonel Boileau wrote as follows:—"The known unhealthiness of the country cannot be ignored. Experience of five years of tea land survey establishment has shown that a large proportion of the men employed fall ill during both the early and the latter part of the field season and about two amins in ten die every year or leave the country unfit for any more hard work." I select this statement from the mass of evidence that has been left by former local officers because it so exactly expresses the experience of this settlement party. A very noteworthy feature of the local malaria is that it is most deadly to new-comers even when they come from places with a high malarial endemicity, and as my staff of amins each year contained very few men who had experienced a previous season in the district, each cold weather witnessed a breakdown of the survey programme owing to enormous casualties amongst men of all ranks, but especially amins. As this initial epidemic wore off, the hope which springs eternal in the breast of a Settlement Officer made me optimistic about retrieving the lost time.

But as Backett wrote in 1872 "After the month of March the Duars are very unhealthy, but we had to stay out much longer than that." So did we, *much* longer; in fact we had to be out the whole year round after the first year or two, as otherwise no programme would ever have been completed. It is difficult to give a realistic impression of the wretched conditions under which our work annually dragged to its weary close. Officers and Kanungos and mohurrirs and amins, an average of 30 per cent., down with fever and all the others suffering from that depression of spirits and loss of energy which are the aftermath of a course of malarial attacks, lived in tents or leaky *bashas* throughout the steamy days of sunshine and the weeks of torrential driving rain. It was a wretched life and the wonder to me was that work ever was finished at all. Our death-rate was very high and the numbers who went away with broken health were enormous. It is significant that in all the other settlements to which they were subsequently distributed many Jalpaiguri Kanungos were at first stigmatised as very inferior. But after the change of climate had allowed them to recoup their health that stigma was in most cases expunged. Again and again inspecting officers commented most unfavourably on the *personnel* of my staff, but it was the environment, which had reduced them to what they were, that ought to have been the subject of unfavourable comment. What say Christophers and Bentley in their report on "Malaria in the Duars"? "A marked feature of the chronic malaria subject is a characteristic apathy, and it is easy to understand that when, as is very frequently the case, the percentage of hæmoglobin falls to below 25 per cent. of the normal, the subject becomes apathetic, unwilling to work, and there commences the vicious cycle that often ends in death." I think I may say with truth that we were all chronic malaria subjects in the years 1907 to 1914. It may be out of place to introduce my own experiences, but it will give point to my contention. I took quinine regularly and in this way was better guarded against malaria than the most of my staff, many of whom were prejudiced against quinine and would not take it. Yet in 1907 when I went on short leave I was down with fever from the time I left Jalpaiguri till I had been over a month at home. Again in 1910 I went on short leave and in my 12 weeks at home I had six attacks of malaria which confined me to bed. I say nothing of the recurring attacks which I suffered from during the working seasons, because I have no intention of harrowing anybody's feelings by this allusion to my own experience. I merely quote it to enable the reader to form some idea of what my staff must have suffered, inadequately housed, often inadequately fed and in the majority of cases denying themselves the protection of quinine.

It must not be supposed that it is only the Duars where malaria is rampant. In the very first year the staff employed in Baikunthapur were almost as badly laid out as later on they were in Falakata and Alipur; while in block D—Boda and Patgram—coming straight from the Duars they suffered exceedingly.

One of my first experiences on arriving in Jalpaiguri was to witness a Planter's funeral, and this experience was repeated at short intervals during the fall of that dreadful year 1906. In that year matters reached a climax and led by Mr. Collings Wallich, an indefatigable enthusiast, the question of taking action was vigorously tackled. Government were sympathetic and ready to help in every way. The result was that in the following year Captain Christophers and Dr. Bentley came to the Duars to investigate Malaria and Blackwater fever and pursued these investigations until 1909. It is quite immaterial that all the conclusions arrived at by these investigators were not accepted by Government. The important point was that from 1906 onwards the whole European community was thoroughly aroused to the importance of the question and gradually the necessity of spending money on sanitation and prophylaxis was understood and readily acquiesced in. The result has been a marvellous improvement in the health of the whole tea garden population, and a beginning in the direction of improved sanitation throughout the district. That the good work might not suffer from the inevitable reaction that follows the escape from a great danger, the Duars Labour Act was passed in 1912 whereby sanitation and the collection of vital statistics on tea gardens are subject

to inspection by Government officers. But there is room for much improvement in the rest of the district.

It is not for me to criticise or to make suggestions ; even were I qualified to do so, a Settlement Report is not the place for discussing practical sanitation. But I think it not out of place to put on record my admiration for the immense services which Mr. Wallich rendered to this district. The achievements of the fearless pioneer are too often obliterated by the more elaborate, more practically interesting, and better advertised results of subsequent investigators. But while I would not detract one whit from the credit well earned by others, I still maintain that to Mr. Wallich this district owes a debt of gratitude which can never be adequately repaid.

Of the other important diseases I need say little as they had no direct effect on the present operations. Epidemic cholera is an annual scourge, but with improved water-supply its virulence must steadily abate. Of recent years it has apparently entered the district on the extreme east and thence spread westwards. The year 1914 was a particularly bad season.

Smallpox is being rapidly reduced to insignificance by the spread of vaccination, but much remains to be done before the situation can be regarded with complacency.

The chief need of the district from the standpoint of public health is an increase of the number of qualified doctors. To them must be entrusted the supervision of the water-supply, of vaccination, of prophylactic measures against malaria, and they must be adequately supplied with medicines and appliances to cope with disease in epidemic form. All this costs money ; but if I may be permitted a suggestion, the money subscribed annually by the tenants in the Duars under the heading of "The Jotdars' Fund" would be far better spent in this way than in the manner in which it has been disposed of in past years. A contribution from Government as landlord might also be favourably considered. In the rest of the district outside the Duars, the District Board with its increased income from cess should be able to bear the necessary expenditure.

The question of water-supply is now receiving the attention of Government and it is to be hoped that ere long this important matter will be on a satisfactory footing. In tea gardens great improvements in this respect have of late years been effected. The District Board and other funds annually spend considerable sums on Ranigunj pipe wells, but these do not seem to last very long. It would be better to plan out a system of pucca wells for the whole district and to go steadily through the programme, all agencies combining for its accomplishment. The present situation in respect of water-supply has recently been ascertained and a register prepared. With this information as a guide a comprehensive scheme might be drawn up.

I now turn to say a word about the two principal diseases of animals.

It is not sufficiently realised what a danger rabies constitutes in a district like this. My own observations have convinced me that deaths from some form of hydrophobia are not infrequent, but as nothing is popularly known about the disease, and as the connection of cause and effect from the bite to the illness is not grasped, all such deaths are registered as "fever" at the thana. I am informed that two methods of treatment are known to particular classes among the tea garden coolies, who not only recognise the danger of a bite from a rabid dog but profess to be able to prevent the evil consequences. I am not qualified to discuss the treatments adopted, but I do know that marvellous results are obtained which might well be investigated. It is, I know, a counsel of perfection to talk of stamping out rabies in a country where jackals swarm in every clump of jungle, but there is no reason why some systematic attempt should not be made to minimise this danger in towns and villages.

I have little to say about the prevalence of cattle disease except that the district requires more Veterinary Surgeons, and a stronger and better breed of cattle. On this latter subject I shall say more when I discuss the possibilities of agricultural improvement. Rinderpest and foot and mouth disease appear annually in epidemic form and little seems to be known of the local causes of these outbreaks. The one remedy resorted to is inoculation and that only when an epidemic is under way.

(2) **River-training, irrigation and drainage.**—The question of interference with the natural course of rivers is one of special importance in a tract where most of them are swift flowing hill streams, debouching on the plains usually without strong high banks to control them. A period of drought will reduce all but the big rivers to a mere trickle, but a heavy fall of rain in the hills will convert them into raging torrents difficult to control and easy to divert. A great mistake has been made in the past in not leaving a strip of jungle along the banks of all such water courses, for this has proved itself to be the only natural means of exercising any real control over their movements. Not only have the banks in too many cases been cleared for cultivation, but no effective check has been possible over the cutting of irrigation channels, locally known as *jampois*, and other forms of activity in the beds of rivers. The result has been that huge areas have been ruined by the rivers changing their courses and such changes in very many cases are directly traceable to a *jampo*. The first flood of the season will scour the *jampo* into a big channel, and each successive spate will continue the work till often the river turns bodily down the *jampo* and lays waste a whole tract of country. Similar results not infrequently follow from efforts at river training on the part of tea garden managers and jotdars. A particular block of tea or arable land may be saved but at heavy cost to the unfortunates further down. On the other hand much land in the Duars will go out of cultivation if irrigation is entirely prohibited and much damage will be caused to tea gardens, jote lands, railways, roads and forests if river training is entirely vetoed. It seems therefore to be incumbent on Government to do something to regulate such necessary enterprises applying in the Duars the results of experience gained elsewhere and taking steps to accumulate local experience as a guide for future action. *Jampo*s are necessary unless a great deal of revenue is to be foregone. But they must be scientifically placed, and in every case where a mountain torrent is tapped, a sluice gate and protective works should be erected. River training is necessary; in the case of some rivers it is a very acute problem, notably the Tista, the Chel, the Daina, the Rehti, the Pagli and Sukti, the Pana, the Kaljani and the Rydak. The Tista threatens to sweep away a whole section of the Bengal Duars Railway on the one side and a large portion of Jalpaiguri Cantonment on the other.

The Chel primarily threatens the existence of Manabari tea garden and it annually destroys much jote land; the railway is also in danger from it. But ill-conceived training works might cause great damage to a whole row of tea gardens on its eastern bank.

The *Daina* threatens to obliterate a tongue of land about 20 square miles in extent comprising two tea gardens and much jote and forest land.

The *Rehti* constitutes a problem which has engaged the anxious attention of nearly every tea garden manager in the neighbourhood of Binaguri for years, and has repeatedly been submitted to Government.

The problem of the *Pagli* and *Sukti* is a large one, the full compass of which has not been realized yet as the country involved is still in process of development. But it is a problem meriting much more than the merely localized interest hitherto bestowed upon it at particular points where damage has already resulted.

The *Pana* river problem in one of its aspects has already been before the Deputy Commissioner and the officers of the Forest Department and Public Works Department. It is a problem with a future.

The *Kaljani* threatens the existence of Alipur Duar Civil Station and of the railway in its vicinity.

The *Rydak* is the problem of problems; but as the country through which it flows is still very jungly and undeveloped, merely local aspects of the difficulty have come to notice. Rydak tea garden at enormous expense has striven to stave off the evil day, but it is extremely improbable that the bunds erected will prove to be a final solution of the problem, or that the garden has seen the last of its troubles. Newlands tea garden further north is also beginning to get uneasy; and there are other momentous possibilities.

In this brief outline of the main riverain problems I have said nothing of the ubiquitous small streams that all require constant attention. Hitherto the duty of giving that attention has devolved on those whose interests are immediately affected, and they have been tacitly allowed a free hand in doing so. In addition to the conundrums of river-training and irrigation, perplexing cases have arisen from time to time with regard to drainage, and it is perfectly certain that such problems will be more numerous in the future. The clearing of jungle and planting of tea which have changed the whole face of the country in several localities within recent years, have brought into prominence the question of the obligation of the men below to accept and dispose of the drainage water of the men above and the liability of the men above in converse cases. When the man below was first in the field, as most frequently has happened, he is suddenly called on to grapple with a deluge of water for which his own drainage system is unprepared and he naturally invokes the gods above to eliminate the pestilent fellow who is trying to drown him out. Similarly if the man above has been first in the field the man below wants Government to inform him how in the name of all that is reasonable and decorous he is to open out a garden on land whereon an unscrupulous and inconsiderate neighbour pours forth the torrential accumulation of his drains, producing conditions with which no ordinary expedient can adequately cope. The railway is also involved in the question inasmuch as the development of the country alluded to has to a large extent occurred subsequent to its construction and the situation which has arisen was not allowed for in laying out the plans of bridges and culverts.

When such problems arise the Deputy Commissioner finds himself hampered by the lack of specific powers and by the absence of expert advisers. The local officers of the Public Works Department have neither obligation nor time to keep themselves in touch with these developments; and the tea garden leases, which for such contingencies are practically the whole of the Law and the Prophets outside the Penal and Civil Codes, are altogether silent on this most important subject. Certain working principles may be derived from the English Law of Torts; and if the Embankment Act were fully extended the Deputy Commissioner would be placed in a much stronger position in dealing with such cases.

To sum up, the policy of Government in the past with regard to the training and tapping of rivers and drainage and irrigation generally has been so undefined that the vast majority of the tenants, tea garden managers as well as jotdars have come to regard this sphere of activity as one in which they can do as they like, and they have done so with unfortunate results in many places. The Deputy Commissioner is only called in when the mischief is well started; and the sufferers invariably expect him to take instant and drastic action which he is often unable or reluctant to do through lack of specific powers or of expert advice.

The new leases in the Duars inaugurate a new policy. It is now stated in a clear and definite manner that the permission of the Deputy Commissioner is an indispensable preliminary to any form of activity connected with river channels, and that the Deputy Commissioner is empowered to remove any unauthorised works of this nature. This secures the powers necessary for effective control of river training and irrigation, but it is not the complete solution of the problem. The sanctioning power of the Deputy Commissioner presumes that he will be in a position to criticise usefully all proposals submitted. This can only be the case if the study of these rivers and of local drainage and irrigation in general is systematically carried on by an expert or experts permanently posted to the districts. At present the Deputy Commissioner turns for help to the Executive and District Engineers, but these officers are compelled to give most guarded opinions, because they have not the necessary local knowledge based on continuous observation over an extended period of time, without which no engineer could boldly make predictions. There is no text-book which will enable even the most enlightened reader to dogmatise about rivers whose past history, habits and temper are unknown to him. I therefore desire to bring earnestly to the notice of Government the necessity for establishing a permanent and continuous investigation of Duars rivers and allied problems. It is also essential to revise,

when the time of renewal comes, the wording of leases granted for the cultivation of tea, so as to give Government powers of control over drainage as well as river training. Such a modification would not, I believe, be objected to by the tea industry, if it was apparent that the exercise of those powers of control was to be guided by scientific knowledge based on experience and observation, as would be the case if my proposal above were approved and carried out.

(3) **Communications.**—The past few years have inaugurated a progressive policy in this matter, but the district is still far from being adequately equipped with the means of communication. The Public Works Department have undertaken the construction of a well conceived system of metalled roads and bridges in the Duars, and the District Board also has, I believe, drawn up a programme of construction and improvement which includes the important roads in the permanently settled part of the district, as well as a number of roads in the Duars. The general principle on which these two agencies divide the work between them is that the Public Works Department take up the through roads linking up one sub-district with another, while the District Board take up all roads of primarily local importance, such as feeder roads to railway stations and to the big main roads of the Public Works Department.

In addition to these there are in the Duars various funds—the jotdars' fund, the market fund and the Government Estates improvement fund—from which roads are constructed and maintained, but these funds confine themselves to small projects of a purely local character such as village roads and roads leading to markets.

Until the inception of this modern burst of energy metalled roads in the district were few and far between and confined to short lengths of roads where traffic was exceptionally heavy, but by no means including all that fell within that category. The unmetalled roads were in general exceedingly bad, though fairly numerous. When the present programmes are complete there will be a regular system of metalled roads throughout the district. It is unfortunate that good metal is not obtainable locally, the stone found in the river beds being very friable. This will make the upkeep of the roads very costly by reason of the frequently recurring necessity for heavy repairs wherever there is much traffic. Buffalo carts taking a heavy load are numerous and narrow-tyred wheels are almost exclusively used, so the roads are subjected to very rough usage.

The communications of the district being thus in a transition stage it is more profitable to forecast the glories of the future than to exhume the horrors of the past. Suffice it to say that hitherto the roads of the district have not been its most boasted achievement.

Apart from roads and bridges, the Duars has made a great advance since Mr. Sunder's time in the matter of railways. Whereas he speaks of one short length of railway only, connecting Jalpaiguri with Ramshai Hat, Malbazar and Damdim, the Bengal Duars line now extends eastwards along the foot of the hills to the Torsa river and westwards to Bagracote, and a branch to Matelli has recently been added. In the east the Cooch Behar State Railway was extended as far as Jainti in 1901; in 1910 it was converted from narrow to metre gauge and amalgamated for working purposes with the Eastern Bengal State Railway; and in 1914 a new and important branch line from Rajabhatkawa to Dalsingpara was opened. There is some talk of a new railway in the far east of the Duars to run from Golakgunj on the Eastern Bengal State Railway to Kumargram along the west bank of the Sunkos. This will, if constructed, be a great boon to all who live east of the Rydak.

In the permanently settled portion there have been no very recent railway developments, but there are indications that some new undertaking of this nature is under contemplation on the west of the Tista; while in Patgram the Bengal Duars Railway have been considering the construction of a feeder branch.

Before leaving the subject of communications it should be pointed out that elephants play a very important part in supplying deficiencies. The number of Government elephants was until recently inadequate, the

result being that little use could be made of the few that were available. Rains touring by superior officers had to be curtailed because of the delay involved in moving the elephants from place to place. The need for this means of communication will be little, if any, diminished by the new roads and bridges and railways, as there will still be some parts which can only be visited conveniently by means of elephants even in the cold weather, and many where in the rains such means are indispensable.

Postal and telegraph services have spread throughout the district, but there is room for further expansion, at least of the telegraph service. The postal service is much interrupted by the Rydak river, and occasionally it shares elsewhere, with other forms of communication, the interruptions caused by floods. These interruptions, it is expected, will cease with the completion of the road scheme.

There are now in the district the following post and telegraph offices :—

Post and Telegraph.

- | | |
|----------------------------|--------------------|
| 1. Jalpaiguri Head Office. | 14. Nagarkata. |
| 2. Banerhat. | 15. Patgram. |
| 3. Baura. | 16. Pillanshat. |
| 4. Binnaguri. | 17. Sailihat. |
| 5. Birpara. | 18. Gairkata. |
| 6. Carron. | 19. Alipurduar. |
| 7. Dandim. | 20. Baksaduar. |
| 8. Debiganj. | 21. Dalsingpara. |
| 9. Dinbazar. | 22. Hatipotha. |
| 10. Falakata. | 23. Kalchini. |
| 11. Mal. | 24. Kumargramduar. |
| 12. Matelli. | 25. Panabati. |
| 13. Mynuguri. | 26. Rajabhatkhawa. |

Post Office only.

- | | |
|--------------------|--------------------|
| 1. Baradihi. | 19. Panchagarh. |
| 2. Barnesjunction. | 20. Jotebholanath. |
| 3. Belakoba. | 21. Saklauga. |
| 4. Barakhata. | 22. Saulmari. |
| 5. Bhangamali. | 23. Salbari. |
| 6. Bairagihat. | 24. Sibbarihat. |
| 7. Chalsa. | 25. Jainti. |
| 8. Chengmari. | 26. Raidak. |
| 9. Jorepakri. | 27. Santalper. |
| 10. Khairanti. | 28. Garopara. |
| 11. Lataguri. | 29. Titalya. |
| 12. Madarihut. | 30. Bamandanga. |
| 13. Manabari. | 31. Boda. |
| 14. Mandalghat. | 32. Dhupguri. |
| 15. Makrapura. | 33. Domohani. |
| 16. Neora. | 34. Hantupara. |
| 17. Ramshahat. | 35. Natheohat. |
| 18. Rudrakhapur. | 36. Hasimara. |

(4) **Agricultural Improvements.**—The backwardness of agriculture throughout the district is remarkable, the more so as the climate is so favourable. Not only is the variety and in some cases the quality of the crops grown exceedingly meagre, but the implements of agriculture are absolutely primitive and agricultural live-stock are of the poorest quality. No attempt is made to exploit the possibilities which the soil and climate hold out, but the cultivators go on doggedly growing rice and jute, rice and jute, and again rice and jute. It matters not that the situation of his land is much better suited for the growth of other crops, the cultivator pins his faith on rice and jute. In places excellent tobacco is grown, notably in Falakata tehsil and in

Patgram; mustard is grown a good deal in the Duars; sugarcane in Baikantapur and Boda to a small extent—very little in the Duars. These with a few miscellaneous seed crops and a moderate quantity of the poorest varieties of potatoes, vegetables and fruit make up the total produce. In a similar state of backwardness and inefficiency is the fishing industry of the district. A settlement report is not the place for elaborating an improved agricultural system for a district, but I may be permitted to indicate some of the possibilities.

A.—Crops that might be grown.—In the Western Duars the cultivators are prosperous and have no particular inducement to change their hereditary system of cultivation, but in the permanently settled area, especially Boda and Patgram, years of scarcity and failure of the standard crops are by no means unknown. For Boda and Patgram 1914 was such a year and 1915 was little better. The determining causes of success or failure of the crops are—

- (1) rainfall in July and early August.
- (2) rainfall in October or late September.

Unless there is copious rain in July or early August jute cannot be steeped nor winter rice planted save in specially favoured low-lying tracts. So porous is the soil that a rainfall of even 20 inches in June is useless to the cultivator unless followed by a similar amount in July. The August rains never seem to fail seriously in these parganas; but if they are delayed, in years when July's rainfall has been deficient, they may be too late to save the jute crop or to bring the winter rice up to normal. So porous is the soil that in all but the wettest years the water in the fields practically dries up by the end of September. Normally in these parganas a heavy fall of rain occurs annually some time in October; anything up to 6 inches may be the volume of this annual shower. Occasionally as in 1914 it fails to appear or rolls up in a very feeble manner. When this occurs the winter rice puts forth but scanty ears and the yield in grain is light. The cultivators experience the pinch of scarcity but their ideas of meeting the situation are circumscribed. During the spring of 1915 a lot of millet was grown to make good the deficiency in the winter rice crop of 1914. But while waiting for the millet to ripen many belts had to be drawn very tight—and that in a perfect year for growing early potatoes, to mention only one possibility. A very large area of these parganas is eminently suited for growing root crops—potatoes, carrots, parsnips, turnips, ginger and the like—and also oats for which there would be a big local demand for feeding horses both in the Duars and in the adjoining Terai. Experiments recently made in the district with indigo were very successful.

For the past seven years I made a series of experiments in Jalpaiguri itself in the growing of fruit and of vegetables from English seed, and I am convinced that there are very few horticultural products of any but really cold countries which cannot be successfully and profitably grown in this latitude and climate. Market gardening would assuredly pay handsomely because European vegetables of one variety or another can be obtained without excessive trouble from the beginning of November till the end of June. Without writing a regular treatise on the subject I may say that the general principle which I arrived at empirically is that vegetables which in Britain are hardy enough to withstand frost (and are popularly supposed to *require* a touch of frost) are hardy enough to stand up to the heat of these latitudes. Thus Savoy cabbages, Brussels sprouts, leeks, Scotch kale and the like do excellently in April and May and with attention will last through June. In addition to these hardy varieties there are numbers of other kinds which will survive the hot weather, *e.g.* asparagus, which grows to perfection here, is at its best in May, June and July; tomatoes if protected from rain can be grown almost all the year round; French beans yield a crop in May if planted at the proper time, carrots and Spanish onions are excellent in May, and so the list goes on. It is really much easier to say what vegetables can *not* be grown out of what is ordinarily regarded as the Bengal season.

I should add that my experience has shown that potatoes of the best quality can be grown in Jalpaiguri.

In the Duars almost every tea planter has a splendid vegetable garden and many have excellent orchards as well. I have found, however, a general tendency on the part of local *malis* to close down horticultural operations in March, their masters being as a rule too credulous in accepting the dictum of "hogia" as a statement of fact.

The district of Jalpaiguri produces practically no fruit of decent quality. As I said above, isolated cases of enterprise in this direction are found, and honourable mention must be accorded to the Totos of Totopara for the excellent oranges they grow and to the village of Debigunj where custard apples grow profusely and to perfection, but in the district generally one might almost say that good fruit is not to be had. There is no necessity for this. Excellent plantains, pineapples, leechoes, mulberries, oranges, lemons and papitas can be grown without any special trouble, while peaches will do quite well if left to themselves and with care and cultivation will attain a certain degree of merit. I have obtained excellent mangoes from trees planted by myself and have not found the prevailing belief in a mango-destroying insect to be founded on anything like universal experience. To the enthusiast who is prepared to take trouble strawberries and grapes are possible and rhubarb every bit as good as that obtainable in Darjeeling can be grown. I have given only the more important fruits in the above list, but I have by no means exhausted the possibilities—tiparees, pummaloos, melons, kamrungas, cocoanuts, guavas, custard apples, jack-fruit, limes, passion fruit and others can all be grown to perfection with a greater or less degree of attention. To improve the quality of fruits already grown the introduction of good trees and the extirpation of the existing inferior varieties are necessary, and steps should be taken to introduce as widely as possible the more desirable of the less familiar sorts. Part of the money collected annually under the title of the "The Joddars' Fund" is expended on experimental gardens at tehsil headquarters, but these have so little claim to the description "experimental" and are so badly managed that their effect in the direction of improvement is practically nil. But they might well form a nucleus for really valuable work. There is no reason at all why every homestead in the district should not include a good vegetable garden and a decent orchard. Demonstration at convenient centres and the sale of sufficient seeds and grafts at reasonable prices would, I am convinced, speedily work wonders. The ordinary raiyat does not believe that any one can teach him how to grow rice, jute, tobacco and such staple crops, but he is quite glad to learn how to grow vegetables and improve his fruit trees, and will listen with interest when he is told about new and profitable crops, but he is not by nature a speculator or a pioneer and must be shown how to produce new things and where to sell them.

B.—Live-stock.—In 1912 a cattle census was taken and I was called upon to supply information. The gist of my replies to the various queries was as follows :—

There are two varieties of imported cattle, Behari and Paharia. Few cattle are exported. Were it not for the steady stream of imports the district could not supply its own requirements. This is due to two main causes—

- (a) The poor quality of indigenous cattle, and
- (b) the prevalence of epidemic cattle disease.

There is no breed of indigenous cattle deserving of a distinctive name unless it were to be a bye-word for inferiority. Why the local cattle should be so poor I cannot say. Possibly they are the result of too much in-breeding of an originally poor stock, or possibly the climate of the district would cause even the best cattle to deteriorate. Against this latter hypothesis must be set the fact that the forests give shelter to a fine breed of wild buffaloes and mithun. I do not know enough about buffaloes to say whether the local breed is distinctive, but in two respects they differ from buffaloes I have seen elsewhere.

- (a) They seem to me to be larger and stronger.
- (b) A remarkably large percentage of them are albinos.

Graziers from Nepal and other places, as well as local owners, send their buffaloes into the forest partly for fodder and partly to breed with the wild buffaloes. It is this constant admixture of wild blood that keeps the local buffaloes so good.

As regards cattle there are many places where great herds of cattle are pastured together and promiscuous and totally unregulated breeding takes place. The plain fact is that the people take no scientific interest at all in the breeding of their cattle.

No fodder crops are grown and no supplementary stall-feeding of cattle is done by the villagers.

Grazing ground of good quality is now insufficient. In the khas mahal large grazing tracts are let out by the Forest Department, and in the past there was no scarcity of grazing land scattered among the jotes. The spread of cultivation however which has been very rapid during the past few years has brought the grazing question into prominence, and Government has begun to take action in the matter. Steps have been taken both by the Forest Department and the Deputy Commissioner to exclude outside graziers altogether. The local people now require all the available grazing. The situation is also acute in the tea garden belt where huge herds of cattle are owned, and grazing is often non-existent. The grazing grounds reserved by Government at last settlement have been encroached on right and left and even settled as jotes at a time when the grazing problem had not arisen. It is certain that long strips of land will sooner or later have to be resumed for grazing, unless the cattle of the district are to be allowed to become an even more unmitigated nuisance than they now are.

The District Board keep no bulls. It is unquestionable that some effort should be made to improve the local breed of cattle. A good deal could be done by inducing planters to take an interest in the question to the extent of supervising the use of bulls provided by Government or the District Board. Again I consider that to have one or more bulls at each tehsil office in the Duars would be a step in the right direction. In the permanently-settled portion of the district I am sure that the Manager of the Chaklajat Estates would be willing to supervise the use of a set of good bulls placed at Debigunj and Patgram, while something more could be done in Jalpaiguri town itself. A beginning might be made with selected Indian bulls, and eventually higher class animals might be kept for breeding with the best of the new stock thus raised.

To sum up my views on the whole question. I would say that the local buffaloes would be hard to beat, whereas the local cattle are so inferior that any improvement work attempted is bound to be beneficial. It is most desirable that some steps should be taken in this district to raise the standard of the cattle. It will not cost much. There is in Western Duars a fund subscribed by the jotdars for purposes of their common gool, and administered by the Deputy Commissioner. From the fund some bulls might be purchased through the Agricultural Department, and kept at the tehsil offices. On kist days the jotdars would see those animals, and it would not take long to induce them to bring in their cows. A small stud fee would make the scheme self-supporting, and a register should be kept of the progeny for statistical purposes. If this scheme worked well it could be extended to the permanently-settled portion of the district.

Since that note was written the Forest Department has so raised the grazing fees that the herds which used to overrun these grazing lands have migrated to Assam. Further a scheme of grazing reserve blocks has been drawn up by the Deputy Commissioner, but nothing has yet been attempted in the direction of improvement of the breed of local cattle.

The last point which I will mention is the desirability of improving the local breed of fowls, which is about as poor as it could well be. In the neighbourhood of the forests much inter-breeding with the wild fowl of the jungle seems to occur but this does not tend to improve the domesticated birds either in size or in egg-laying capacity. I made some experiments in these matters and I found that the so-called "Yasin" fowls of Chittagong did

quite well here, and the breed resulting from crossing them with Plymouth Rocks was by far the most satisfactory of all the combinations I tried, the birds being of good size and laying a large number of fine big eggs. They also kept as healthy as the indigenous fowls. It would be a great boon to the district if some general improvement in this direction could be effected.

Before leaving the subject of agricultural improvements I will say a word about the Jotdars' Fund which was started as a means of providing improvements and conveniences which the Government Estates Improvement Fund did not undertake.

24. The Jotdars' Fund.—In Chapter XI Mr. Sunder describes the origin of the fund. It began as a voluntary subscription and is still nominally so, though it has become in practice almost part and parcel of the revenue demand of Government. It is realised by the tehsildars along with the rent and, until I stopped the practice, on the receipt granted to the jotdar for his revenue were entered particulars of his payments to this fund as well. No case of actual pressure being brought to bear for the realisation of this subscription ever came to my notice though I was aware that strong moral suasion was some times used. However the jotdars pay up willingly enough and the Fund is very useful, albeit the Jotdars living nearer the tehsil headquarters derive more benefit therefrom than the more remote subscribers. The fund is administered by a committee of which the tehsildar is president, and the annual budgets are scrutinised by the Deputy Commissioner. I was not always impressed by the composition and working of these committees and it was not always a good thing to have the tehsildar as president. The administration of this fund might be made more and more a nucleus for for some form of local self-government in the Duars.

Mr. Sunder does not tell us what his annual subscription list amounted to, but from his accounts of the fund covering a period of four years we may strike an average and arrive at the following annual income from subscriptions :—

						Rs.
Mainaguri tehsil	...	...	...	...	...	4,672
Falakata	„	...	...	...	...	1,721
Alipur	„	...	...	...	...	757
Bhalka	„	...	...	...	...	388
Total						7,538

In 1913-14 and 1914-15 the amounts paid into the tehsils as subscription to the fund were—

				1913-14.	1914-15
				Rs.	Rs.
Mainaguri	...	...	...	5,928	5,958
Falakata	...	...	...	5,277	4,854
Alipur	...	...	...	3,447	2,979
Bhalka	...	...	...	1,577	1,572
Total				16,229	15,363

The fact that the fund has doubled itself in twenty years shows that a sufficient number of jotdars appreciate the benefits derived therefrom to keep the fund alive.

I have not attempted in this Report to give more than a superficial description of the district, but in view of the reports of Mr. Sunder and Babu Harendra Narayan Chowdhury and of the information available in the District Gazetteer and in the recently published B volume thereof, as well as in the report on the census of 1911, I have devoted the most of my space to the purely settlement questions which are involved.

CHAPTER III.

General Description of the work done.

A.—Scope and Duration of the work.

25. The last settlement of the Western Duars was completed by Mr. Sunder in 1893, and as it was a settlement for 15 years the period expired in the years 1907 and 1908 in respect of the different tauzis.

On 17th December 1904 the Deputy Commissioner in his No. 528S. drew the attention of the Commissioner to this fact. Correspondence ensued between the Commissioner and Deputy Commissioner culminating in the Deputy Commissioner's report of 1st August 1905, No. 293S., which gave a statement of the work to be done and his opinions as to the methods and agency to be employed. This report was forwarded by the Commissioner to the Board on 14th April 1906. The Board in turn went up to Government on the question on 6th June 1906, and on 9th June His Honour the Lieutenant-Governor passed orders.

26. The proposal approved by His Honour was for a revision of the survey of blocks of land in the Western Duars already settled or capable of being settled, and a settlement of rents under the Bengal Tenancy Act. This proposal was sanctioned by the Government of India's No. 1347-276—2, dated the 10th August 1906, for a sum of Rs. 1,70,000. It should be noted that Mr. Gruning, the Deputy Commissioner, strongly advised a fresh survey, but that the Commissioner disagreed with him and the Board supported the Commissioner.

In addition to the re-settlement of the Western Duars a proposal had been made by the Deputy Commissioner to survey and settle the char and forest lands belonging to the Baikunthapur Wards Estate. This proposal expanded in the course of correspondence into a scheme for a complete survey and record-of-rights in the whole estate. In the latter form it was sent up by the Commissioner in his letter of 14th April 1906, but was stayed by the Board for discussion at Jalpaiguri.

27. The agency by which the operations were to be conducted was meantime decided upon, and I was ordered to join at Jalpaiguri before 1st July. I actually joined on 22nd June 1906. Mr. Gruning held the opinion that the Deputy Commissioner should be more fully consulted than had been the case during the previous settlement, but the Commissioner's proposal to place the Deputy Commissioner between the Settlement Officer and the Director of Land Records in the channel of communication was not accepted. His Honour's order on this point was as follows :—" No. 5962C. of 19th June 1906, section 3."—" I am to add that the Director of Land Records will be the Settlement Officer's controlling officer, though the Settlement Officer should work in close consultation with the Deputy Commissioner, and important communications should be sent through the Deputy Commissioner under flying seal."

Throughout the operations every effort was made to work in close co-operation with the Deputy Commissioner. I am glad to say that the relations between the Deputy Commissioner and the Settlement Officer were cordial and harmonious all along ; indeed the Deputy Commissioners tended to entrust more and more their revenue functions to the Settlement Officer as the operations went on, with the full concurrence of the Commissioners.

28. The proposals for re-settlement of the Western Duars having been generally accepted and the agency for carrying out the work having been decided upon, it still remained to settle the exact scope of the work to be done.

At a conference held in Jalpaiguri between 5th and 7th July 1906, at which the Senior Member of the Board, the Director of Land Records, the

Commissioner, the Deputy Commissioner and the Settlement Officer were present, it was decided—

- (1) That a complete new survey and record were necessary for the whole of the tract known as the Western Duars, including a boundary survey of tea grants and forests.
- (2) That the whole of the Baikantapur estate should be included in the operations, and that the whole cost incurred should be borne by the estate.

In pursuance of these decisions, a programme and estimate for the whole operations amounting to Rs. 6,00,000 were drawn up and submitted to the Board. The Settlement Officer was directed to consult Major Crichton on the question of the necessity for a complete new traverse. Major Crichton strongly advised it. This traverse was estimated at Rs. 1,00,000.

These new proposals were submitted to Government by the Board on 9th August 1906 in their No. 251 S. and S.—G., forwarded to the Government of India on 29th September 1906 (letter No. 10027 C.), and approved by telegram on 1st December, followed by letter No. 1973-426-3 of 3rd December 1906 from the Under-Secretary to the Government of India, Department of Revenue and Agriculture.

29. In sending up these revised proposals the Local Government made it clear that even these were merely of a tentative character. In paragraphs 7 and 8 of his No. 10027 C. of 29th September 1906, the Chief Secretary to the Government of Eastern Bengal and Assam made the following reservations :—

Mr. Hare is not prepared, without further investigation on the ground by officers having experience in survey and settlement proceedings, to accept all the details of the proposals that have been thus sketched out, and he thinks that it is desirable that only a small area should be taken up for cadastral survey and the preparation of a record-of-rights during the next few months. The experience which would thus be gained can be brought to bear on the proposed scheme before it is finally sanctioned. He realises, however, that it is necessary to undertake at once the traverse survey of this district and he understands that the services of No. 6 party are available to take up this work.

"Should these traverse survey proposals be sanctioned, Mr. Hare will depute a Settlement Officer with an adequate staff to deal with the cadastral survey of one or more typical blocks within the Western Duars and the Baikantapur Estate and will have a complete scheme prepared for the conduct of the further operations required.

30. An experimental block was accordingly taken up and during the field season the Director of Land Records, Mr. Beatson Bell, paid several visits to the district. On 19th January 1907, he submitted to Government his quinquennial programme for survey and settlement operations in the Province (his No. 3 T. S.) and in this programme (paragraph 6) he recommended that the operations in Jalpaiguri should include the whole of the district in the manner of an ordinary District Settlement, and that the party organised in Jalpaiguri should work through the whole Rajshahi Division in due course. These proposals were approved by the Local Government in their No. 2528 C. of 7th March 1907, paragraph 4. The Director of Land Records accordingly, on 13th May 1907, submitted proposals (his No. 2716 S.) to the Board for the carrying out of this new and amplified programme in Jalpaiguri. As a basis for his calculations, figures were obtained from the Deputy Commissioner which showed that the total area of the district was approximately 19 lakhs of acres, 8 lakhs being land in a state of fully developed ordinary cultivation, and the remainder consisting of forests, tea estates, waste, etc.

This tract of country could, he considered, be conveniently dealt with in three blocks at a total cost of 9 lakhs of rupees.

These proposals were made before the lessons of the experimental block were fully apparent. By September 1907, when the experience of the season was clearly realised and the time came for preparing the budget for 1908-09, Mr. Beatson Bell found it necessary to revise his proposals.

On 4th November 1907 the Chief Secretary to Government of Eastern Bengal and Assam in his letter No. 12308 C. submitted to the Government of India full proposals for a complete survey and record-of-rights of the whole

district at a cost of 12 lakhs of rupees. These proposals were sanctioned in Government of India's No. 1863-483-2 of 10th December 1907.

Subsequent proposals were submitted to the Government of India regarding this settlement in its financial aspect ; but no further changes in the scope of the operations were made.

31. Three subsequent modifications only call for notice in this chapter.

(1) In his proposals of 1907 the Director of Land Records divided the district into three blocks. The result of the 1907-08 field season's work showed that this arrangement must be departed from, and four blocks instead of three were marked out. This involved a prolongation of the work and an increase of the cost.

(2) In their No. 1181 T. of 14th March 1908, the Government of Eastern Bengal and Assam ordered that the settlement field season should end annually in May by which time field-to-field bujharat should be complete, attestation and all subsequent stages of the operations being left till the following season. In the case of Jalpaiguri these orders were interpreted to mean that field-to-field bujharat must be finished before closing the field season. This annually prolonged the field season well into the rains.

(3) In 1910 it was decided that a cess revaluation, which was due, should be made by the settlement party. The discussions of important questions involved took a considerable time and this reacted on the general work of the settlement by delaying final publication.

As a result of all these orders the settlement programme in its final form was as follows :—

- 1906-07 Cadastral Survey and Khanapuri of the experimental block of 50 sq. miles.
- 1907-08 Bujharat, Attestation and Draft Publication of experimental block. Cadastral Survey, Khanapuri and Bujharat of A block, 900 sq. miles.
- 1908-09 Attestation and Draft Publication of A block. Cadastral Survey, Khanapuri and Bujharat of B block, 700 sq. miles.
- 1909-10 Settlement of land revenue in A block (Duars portion), final office work in A block (Baikunthapur estate), Attestation and Draft Publication of B. Survey, Khanapuri and Bujharat of C, 750 sq. miles. Final Publication of the whole of A block with inception of recovery and case-work in Baikunthapur.
- 1910-11 Settlement of land revenue in B block, Attestation and Draft Publication of C, Survey, Khanapuri and Bujharat of D, 500 square miles. Final Publication of B block.
- 1911-12 Settlement of land revenue of C. Attestation, etc., of D. Final Publication of C.
- 1912-13 Objections and final record work of D together with other outstandings. Final Publication of D with inception of recovery and case-work.
- 1913-14 Completion of the operations.

32. This programme could not be adhered to, and the Settlement Office did not in fact close its doors until 29th February 1916. The various delays and their causes were reported to Government as they occurred ; so I shall not do more than recapitulate briefly the main points of departure from the standard programme given above, without following out in detail their ultimate effects.

(1) In 1907-08 only cadastral survey and khanapuri of A block were accomplished. Bujharat was left over till 1908-09 ; but though according to the Government orders of 14th March 1908, field bujharat by kanungos fell into the standard programme of 1907-08, it had not been included in the programme of that season as set forth in the monthly returns. In fact the question of the standard annual settlement programme for the Province was in the melting pot in 1906-08 and this settlement began before that matter was thoroughly threshed out. The experience of season 1906-07 in Faridpur was the basis of the Government orders.

But for other misfortunes it might have been possible to take up bujharat in that season even though it was not on the original programme, but in point of fact it took us all our time to complete khanapuri. Amins were exceedingly scarce and I was compelled to take on many inferior men. My supervising staff were all in Faridpur at the beginning of the season doing bujharat

and were not sent to me till they had completed their tasks. It was intended that they should return in September, but the work in Faridpur was delayed by an epidemic of malaria and my staff was not complete till the end of January. On arrival they were faced with huge arrears of *partal* (many *amins* having worked for months without any supervision), and as most of them were but recently recovered from fever they were unable to tackle the work here with the necessary vigour. The Director of Surveys found much to criticise when he inspected the cadastral survey that year and refused to pass it as up to standard unless extensive revisions were made. This was done but it threw back the programme another month. Not only did *khanapuri* drag on till the end of June but it was exceedingly badly done in the Baikunthapur Estate. The work in the Western Duars portion was very much better, chiefly due to the untiring exertions of Mr. Harris—who was in charge of that area—and of the Assistant Settlement Officers under him who were almost all men of previous settlement experience. Most of the *kanungos* and Assistant Settlement Officers were new men, many of the *amins* were quite bad and the area was a large one in proportion to the staff—I had 57 *kanungos* for over 900 square miles of new cadastral plus *bujharat* of the experimental block. Most of my experienced men of 1906-07 were retained in the experimental block gaining further experience—in *bujharat* and attestation. Really bad *khanapuri* takes a lot of time and trouble to set right, and in the case of Baikunthapur every effort was made to get the records correct before final publication, the results being satisfactory though expensive.

(2) In 1908-09 there was a complete breakdown of the programme owing to intense malaria. For some months hardly any work was done at all. Among the staff and *amin* establishment, deaths and total disablements were very numerous. In addition to this, delay was caused by faulty traverse, large areas having been supplied to me on 4" plots as if they were tea gardens when they should have been prepared on 16" plots. As explained in my annual report of that year, the traverse party were not to blame for this. The result of these incidents was to throw forward the *bujharat* work of block B into 1909-10.

A similar breakdown in health was experienced in C block in 1909-10 and again in D block in 1910-11, and in these years the programme was only overtaken by prolonging the field season up to September.

(3) 1909-10 had been scheduled for the completion of *jamabandi* work in A block—the advanced *parganas* of the Western Duars. As a matter of fact, the rates for these *parganas* and the principles of assessment were finally sanctioned in November 1910. This made it impossible to complete all the stages of *jamabandi* up to the final settlement of land revenue of A block till season 1911-12; and the work of blocks B and C was similarly, though to a lesser degree, thrown back.

(4) The attestation of D block in season 1911-12 could not be commenced till the middle of December 1911. The Director of Land Records in his inspection note in January 1912 refers to this as follows:—"It may, however, be noted that attestation could only begin in the middle of December as the Cooch Behar Raj—the landlord of most of D block—requested time to get its papers into order. It was no use beginning attestation before the papers of the landlord were ready."

(5) In 1910 the question of whether cess revaluation should be carried out as part of settlement operations was under discussion, especially with regard to Faridpur and Jalpaiguri. It was decided that it should be done. Early in 1911 the Director of Land Records issued instructions to me on the procedure to be followed, but various points of principle were raised by the Commissioner which stayed the work. In January 1912 the Director of Land Records wrote as follows:—"I would point out that not so much as a single tenancy in Jalpaiguri can be finally published until orders are passed on the principles of cess revaluation." The orders were passed on 28th October 1912. The preparation of the final copies of Baikunthapur was then begun.

(6) In August 1912 I was compelled as a last resort to open a large office in Barisal for final *janch*, statistics, cess, computation of recovery

demand, and the preparation of final copies. This was necessitated by the impossibility of getting on adequate supply of good mohurrirs in Jalpaiguri and by the unhealthiness of the district which year after year had played havoc with my programmes. The records of the Western Duars were to be printed in Faridpur, but presses were not available till the latter part of 1913. This splitting up of the work among three widely-separated centres was absolutely unavoidable—every other expedient had been tried—but proved rather unsatisfactory as expensive delays were entailed by this as also by various other causes, notably—

- (1) Delays in the transit of records by rail.
- (2) A cyclone at Faridpur on 17th May 1914 which wrecked the settlement buildings there.
- (3) An epidemic of small-pox at Barisal which scattered the staff in hurried flight.
- (4) A frequently unsatisfactory standard of outturn due to the impossibility of close and constant supervision on my part and illness of local charge officers. I could only get away to visit Barisal twice in every three months at most.

(7) Cases under section 106 were much more numerous than was expected and they were, with hardly any exception, contested with the greatest keenness.

(8) Recovery in block D was almost brought to a standstill in the autumn of 1914 by the collapse of the jute market followed by a poor winter rice crop. It dragged on slowly throughout the season 1914-15 and was still incomplete when I finally made over charge of my office.

The actual course of the settlement year by year was as follows :—

- | | |
|---------|---|
| 1906-07 | Cadastral Survey and Khanapuri of the experimental block. |
| 1907-08 | Bujharat, Attestation and Draft Publication of the experimental block.
Cadastral Survey and Khanapuri of block A. |
| 1908-09 | Bujharat, Attestation and Draft Publication of block A.
Cadastral Survey and Khanapuri of B.
Preparation of Assessment proposals for the Advanced Parganas. |
| 1909-10 | Objections under section 103 A in Baikunthapur.
Bujharat, Attestation and Draft Publication of block B.
Cadastral Survey, Khanapuri and Bujharat of C. |
| 1910-11 | Jamabandi work begun in block A.
Attestation, etc., of block C.
Cadastral Survey, Khanapuri and Bujharat of D. |
| 1911-12 | Jamabandi work completed in block A and begun in B.
Attestation and Draft Publication of D. |
| 1912-13 | Final Publication of Baikunthapur.
Completion of the rent-roll of blocks A and B.
Objections under section 103 A of block D with the bulk of the final office work.
Commencement of Jamabandi in block C. |
| 1913-14 | Case-work and Recovery in block A.
Completion of rent-roll in block C.
Final Publication of the whole district except Baikunthapur (previously published).
Framing of new leases for Western Duars. |
| 1914-15 | Case-work and Recovery in block D.
Completion of Statistics and miscellaneous work.
Framing of new leases and other proposals for Western Duars, on which Government orders were passed in 1915, 1916, 1917 and 1918. |
| 1915-16 | Recovery, completion of case-work, winding up the Settlement office and making over the Records, etc., to the Deputy Commissioner. |

33. The original proposal, approved by His Honour on the 9th June 1906, was to settle all rents in Western Duars under the Tenancy Act. The revised proposal submitted by the Board on the 9th August pointed out that in more than one-fourth of the area to be dealt with the Tenancy Act was specifically barred by Notification No. 964 T.—R. of 5th November 1908, while the same notification in respect of the remaining area provided that the terms of

leases heretofore issued by Government should prevail against the provisions of the said Act in all cases of inconsistency. The Board therefore recommended that while the survey to be made should be made under the Survey Act, there was no need to cite any Act, or Regulation as authority for the re-settlement, which might simply, they suggested, be notified as undertaken under the terms of the leases. The result was that on 28th November while for Baikunthapur the ordinary notifications were published, for the Western Duars a Survey Act Notification together with Notification No. 1222 C of 28th November 1906, which was an announcement of the intentions of Government rather than a legal notification. This was not, however, the end of the matter. On 20th November 1906, a telegraphic query was addressed to the Bengal Government asking whether Regulation VII of 1822 was in force in Jalpaiguri district. The reply together with the whole case was submitted to the Legal Remembrancer on 18th February 1907. He stated clearly that in the permanently settled part of the district rents could only be settled under the Tenancy Act, and that in the Western Duars Regulation VII of 1822 was not in force. With regard to the Western Duars his opinion was as follows :—

- (a) That lands heretofore leased under Arable Waste Land Reclamation leases be re-settled without reference to any Act.
- (b) That the rest of the Western Duars, except the tea gardens, be re-settled under the Tenancy Act, using section 178, proviso 1, section 191, and Notification No. 964 T.—R. of 5th November 1898, whenever possible.

This residue was believed to comprise three distinct classes of interests, namely—

- (1) Jotes settled under leases in Sunder's mal jote form prior to 5th November 1898.
- (2) Jotes settled under "Mal" leases after 5th November 1898
- (3) Subordinate interests within such jotes.

With regard to class (1) Notification No. 964, proviso 4, would limit the application of the Tenancy Act by the terms of the said mal jote leases.

With regard to class (3) the same notification would limit the application of the Act for all sub-tenants in so far as their rights and obligations were defined in the settlement proceedings of Mr. Sunder.

Class (2) presented a difficulty at first sight in that the leases under which such jotes were settled could not be described as "leases heretofore granted." But in view of the fact that the notification contained in Appendix V of Mr. Sunder's report gives almost as full a description of the rights and obligations of jotedars as the mal jote lease itself does, and as that notification is undoubtedly part of the settlement proceedings, it was held that with the addition of section 178, proviso 1, of the Tenancy Act, Government had as free a hand in dealing with mal jotes created after 5th November 1898, if any, as with those created before that date.

The difficulty about mal jote leases granted after 1898 was subsequently found to be a pure fiction based on inaccurate information furnished by the Deputy Commissioner's office. Leases in the mal jote form were issued after 1898 in the place of *Renewed* Arable Waste Lands Leases. In every such case I found a Preliminary Lease under the Arable Waste Lands Rules had preceded the Mal Jote Lease. Mr. Gruning as Deputy Commissioner had discovered a number of such cases, and in all instances that came to his notice he cancelled the Mal Jote Lease and replaced it with a *Renewed* Arable Waste Lands Lease. Thus these lands come under proviso 3 of the notification and not proviso 4.

I give such a lengthy description of this mythical difficulty because it cropped up frequently in the discussions, and might arise again if I did not fully describe its origin and character.

Although the Legal Remembrancer did not elaborate his opinion, his note cleared the air and, so to speak, defined the issues.

In his note of 18th March Mr. Beatson Bell deprecated the absence of any legal sanction to our proceedings in Western Duars, fearing that the Civil Courts might hold that rents based on no law were illegal. Mr. Teunon, Legal Remembrancer, wrote a long and full analysis of the case on 3rd July 1907, in which he recommended the extension of the Tenancy Act to the whole of the Western Duars, subject to modifications and restrictions, so as enable the whole record to be prepared under Chapter X.

This would have been the simplest course, but it was open to the grave objection that the local officers were strongly opposed to any extension of the Act in Western Duars and would rather have seen it entirely withdrawn.

A conference was held on 31st October 1907, at which His Honour the Lieutenant-Governor presided and it was resolved that notifications under the Tenancy Act should be issued in respect of all lands other than those held under Arable Waste Land Leases which were now about to expire, the record-of-rights of the latter being prepared under the existing executive Notification No. 12222C. of 28th November 1906.

Mr. Savage, Senior Member of the Board, was not present at this conference, and when the notes went to him for opinion he objected to this resolution, inasmuch as it was designed to bring under Chapter X lands exempted from the operation of the Act by proviso III of Notification No. 964T.—R. of 5th November 1898. After a full discussion Government orders were passed that a modified notification under Chapter X be published only with regard to lands held under leases other than Arable Waste Land leases, the latter being dealt with under the existing executive notification; and in due course Notification No. 142R, of 21st January 1908, was published. The important modification embodied in this notification was the omission of the qualifying clause in section 2. This avoided the thorny problem of applying the classification of Chapter II of the Act. The limitations introduced by Notification No. 964T.—R. would have rendered it exceedingly difficult to carry out such a classification of the tenancies.

At the same time it was ordered that if the necessity arose for issuing any further notification in respect of the lands referred to in proviso III of Notification No. 964 T.—R. the Director of Land Records would at once raise the question which would be referred to the Government of India for the issue of the necessary authority to the extension of Chapter X to such lands.

This closed the case, and from that date onwards these operations were conducted under the following legal sanctions :—

(1) *Permanently Settled Area*.—An ordinary notification under the Survey Act, namely, Notification No. 13224, dated 28th November 1906, and an ordinary notification under the Tenancy Act, namely, Notification No. 12215C., dated 28th November 1906.

(2) *Western Duars*.—(a) Jotes held under leases in the Mal Jote Form Notification No. 12223C., dated 28th November 1906, under the Survey Act, and Notification No. 142R., of 21st January 1908, under the Bengal Tenancy Act.

(b) Lands in which the application of the Tenancy Act was restricted by proviso III of Notification No. 964T.—R., dated 5th November 1898, Notification No. 12223C., dated 28th November 1906, under the Survey Act, and Notification No. 12222C., of 28th November 1906.

B.—Definitions and Basic working principles.

34. The first question to be settled before the inception even of the traverse was that of the units of survey and record. This district is divided into taluks, the word having a purely geographical significance, which vary in size from a few acres to about 50 square miles. The origin of this nomenclature in the Duars was described by the Commissioner of Cooch Behar Division in 1872 as follows : " A taluk is a tract of land arbitrarily selected by the Bhutias originally. There does not exist any demarcation of village lands that could be followed. In the survey of the Duars a separate map of each taluk has been prepared." When the question was discussed prior to Mr. Sunder's settlement, Major Boileau wrote: " At present there are mauzas locally known

as taluks of unmanageable size and with tortuous boundaries in the more fully cultivated parts of the Western Duars, but in other parts, where the population is sparse and migratory, large tracts of land up to about 34,000 acres in extent, with patches of temporary cultivation scattered over them and with boundaries which are sometimes streams and sometimes imaginary lines through extensive forests or grass jungles, are also called taluks." He proposed to employ Mr. Brownfield of the Survey of India in subdividing taluks into villages of suitable size. This proposal was not approved of by Government. On examining the revenue survey maps it was clear that the local taluks had been then treated as mauzas, so that there was no necessity for asking the Board of Revenue to authorize us now to treat the taluks as mauzas. The revenue survey mauza was therefore adopted as the unit of record throughout the permanently settled area. Nominally the record was framed by taluks, but in all cases—and they were few—where a divergence occurred, the taluk was made to coincide with the revenue survey mauza. Practically no interest was taken in this matter by the people. There is no village system in these parts, the tenants living in separate homesteads on their own lands. In the Western Duars the unit of record adopted was the jote, as it was intended to arrange the papers of each jote eventually into self-contained and distinct groups with a separate map for each. But as all the land in the Duars is not included within the settled jotes, the taluk was the real unit. Traverse plots were prepared on the basis of the taluk as unit, but the cadastre was prepared jote by jote. Here taluk boundaries gave no trouble at all, jotes being ring-fence holdings and always falling entirely within a taluk. In the permanently settled tracts the only important village boundary questions arose where a portion of Cooch Behar State adjoined the taluk in question. Other discrepancies were all due to changes of possession and the popular belief that a taluk boundary could not cut through a man's holding but must either include or exclude the whole of it.

35. The next practical question which had to be tackled in the experimental block was naturally the definition of the unit of survey—the plot. As a working basis to start on, the definition of a plot adopted by Mr. Sunder was used. It was defined in orders of Director of Land Records in 1888 as follows:—"The unit of measurement will be a field, locally known as *dag* or *kitta*, in the occupancy of the same tenant whether that tenant be an adhiar, chukanidar, darchucanidar or jotedar. The tenants themselves will be able to point out the area that constitutes a *dag*. When what is pointed out as one *dag* or plot is found to contain subdivisions by *ails*, the boundaries, etc., should be shown by dotted lines on the maps. Plots, which are now recognised as separate *dags* and were treated as such at the last settlement, should not be clubbed together." This definition, however, left too much to the discretion of the amin and the imagination of the tenants. It was soon replaced by a definition based on the Bakarganj definition of a plot, namely, "a plot is a piece of land possessed by one person, or set of joint persons, round which one periphery can be drawn, which is held under one title and consists of one kind of land."

But this also was found to be too vague and general in character for the requirements of the work, and had to be supplemented by a list of the land-classes which were to be distinguished for assessment purposes, and to be narrowed in respect of lands held by adhiars. On the latter question Mr. Beatson-Bell made the following observations in his inspection note of April 1907:—

Plots seem likely to be numerous, probably well over 1,000 per square mile. As far as I can make out the chief cause of multiplication of plots in Jalpaiguri is the separate survey of each area held by an adhiar. I am prepared to modify this system. Land should be separately mapped when it appertains to separate jotes or chukanis or to separate subdivisions of a jote or chukani, but in the case of adhiars, it will suffice to enter in the *khassra* and *khatian* the proportionate share of the plot which is held by the adhiar in question.

In Western Duars these instructions were complied with; but in the zemindari area the policy adopted by Government of giving khatians to certain adhiars made it impossible to adhere strictly to the Director of Land

Records' rule. In the case of all adhiars other than very recent settlers, it was decided to continue the system of separate plotting of their lands. It was clearly undesirable to allow amins the power of discriminating between dependent and tenant adhiars. The rule adopted in this connection in the zemindari area was : "The lands held by all adhiars (dependent and independent) will be separately plotted on the map at kistwar and no amin shall cut out the plot of any adhiar at khanapuri. At bujharat the kanungo will enquire into the position of every adhiar and will cut out the plots of such as are dependent. The decision of whether an adhiar will or will not get a khatian must never rest with an amin."

36. The final schedule of land-classes was not evolved in one season, but as the records were revised by local enquiry and brought into harmony with every subsequent modification of the original schedule, it will be unnecessary to trace the steps by which the final list was arrived at. The only changes of importance were made in the Western Duars and these will be alluded to in discussing the re-assessment.

From the first it was found undesirable to adopt the classification on which Mr. Sunder based the assessment of lands at the last settlement of the Western Duars. In his first rate report, sections 5 and 6, Mr. Beatson Bell puts the case in so clear and concise a manner that, by quoting his words, I shall be relieved of the necessity of elaborate explanation.

5. The land classification of Mr. Sunder was based on the old Assam system of *basti*, *rupit* and *faringati*, with the addition of two classes named *doba* (hollows) and *patit* (waste). It was found by Mr. Milligan and myself that the villagers never use the terms *rupit* and *faringati*. The words which they actually employ to distinguish the different classes of arable land are *dohala*, *sahari* and *danga*. These words indicate low land, medium land and high land, respectively. The words *rupit* and *faringati* have therefore been replaced in the present proceedings by *dohala*, *sahari* and *danga*. Broadly speaking, the old *rupit* has been subdivided into *dohala* and *sahari* and the old *faringati* has been shown as *danga*. It has been found that a great advantage has been given by using terms which are familiar to the people.

6. An important modification has been made in respect of the class known as *patit*. Mr. Sunder seems to have shown as *patit* all land which he found uncultivated. In present proceedings the only land which has been shown as *patit* is land which is unfit, from natural causes, to bear a crop. Land which is at present uncropped, not from natural causes but for reasons connected with agriculture or for the convenience or profit of the occupant, has been shown as *dohala*, *sahari* or *danga*, as the case may be. Where crops are grown they have been entered in the crop-columns of the khasra and full statistics of crops are therefore available for the group, but it was not thought equitable either to Government or to the tenant that the rent of an arable field should depend on the question whether in the year of khanapuri the occupant did or did not use it for growing a crop. The result of this modification of procedure has been that the *patit* area of the group has shrunk from 4,441 acres to 297 acres.

To make these changes quite clear I shall, before enumerating and defining the land-classes of this settlement, quote Mr. Sunder's description of the classes he adopted. In paragraphs 621 and 622 on page 116 of his report he writes :—

621. *The varieties of soil.*—Under the circumstances, it was necessary to alter the orders of Mr. Walsh, and to classify land in the whole of Mynaguri tashil as shown below :—

- (a) Basti (includes homestead, garden and bamboos).
- (b) Rupit.
- (c) Faringati.
- (d) Doba (fish pond).
- (e) Waste.

622. *The system of classification understood by cultivators.*—All low land and all land on which two crops, namely, *bhadoi* paddy and *amon* paddy, are generally grown in one year has been classified as *rupit*, and only high land on which tobacco and rabi crops are grown has been shown as *faringati*. This system of classification is understood by jotedars and their under-tenants, and was accepted by them.

In view of his statement in paragraph 620 that "the jotedars know these lands as *haimanti* and *bhadoi* or *dola* and *danga*," it seems strange that he did not take the step, which has now been taken, of making the assessment in terms of the classification of fields popularly used. Whichever be the intrinsically better set of terms, it is at least certain that those adopted by Mr. Sunder are no longer understood by the tenants. The full

classification used in the Western Duars records of this settlement is as follows :—

Basti.—Including, as in Mr. Sunder's record, homesteads, garden, orchard and bamboos.

Dohola.—Low-lying arable land. In the backward parganas this class was subdivided into—

Dohola I.—Selected tracts of specially good paddy lands.

Dohola II.—Ordinary low arable lands.

Danga.—High arable land, corresponding to Mr. Sunder's *faringati*. This was subdivided throughout the Duars into—

Danga I. Cropped or current fallow.

Danga II. Arable but not in cultivation.

Sahuri.—A term used by the cultivators to designate lands, mid-way between *danga* and *dohola*, which by raising *aits* can be almost as well watered as *dohola*. This land grows much winter as well as summer rice, and also the bulk of the jute crop.

Doba.—Includes lands permanently under water, pits used for steeping jute and other non-arable depressions.

Patil.—Land unfit from natural causes to bear a crop at the time of making settlement.

Unassessable.—Lands include public roads and other lands falling within the periphery of a jote but not covered by the terms of the jotedar's lease.

In the permanently settled portion of the district a similar but simpler system of land classification was adopted. It was only the exigencies of the assessment that led in the Western Duars to the subdivision of *Dohola*, and *danga*.

The term "Sahuri" is not used in the zemindari area. As soon as this fact was realised, the rule was issued that "only such classes of land as are understood by the people will be shown in our maps and records. Consequently when the people do not use the term 'Sahuri,' but are acquainted only with 'Dohola' and 'Danga' land, only these two classes will be shown." Thus the somewhat elaborate schedule of the Western Duars was replaced in the rest of the district by a simple set of five classes—*Basti*, *Dohola*, *Danga*, *Doba* and *Patil*.

37. The system of numbering plots adopted is, I believe, peculiar to this district. The simple and straightforward system of running one serial from north-west to south-east of a mauza is unworkable in districts where mauzas are large and cover a number of sheets, as is the case in Jalpaiguri. One amin could not possibly do the *khanapuri* of a whole large taluk in a reasonable time; and to delay the inception of *khanapuri* till the completion of cadastral survey in every sheet of a taluk would hopelessly delay it. Various devices to surmount these difficulties have been tried in different districts, and it was found advisable in this settlement to adopt one device in the Western Duars and another in the permanently settled area.

A.—In the Western Duars, when jotes have always been given out on a ring-fence principle and where the jote has always been regarded as a separate entity for revenue purposes, it was decided to run a separate serial through each jote, and, in framing the record, to keep the papers of each jote together and distinct. No insurmountable difficulty was experienced in doing this; and it will be found on examining the maps that even where a *jote* spreads into several sheets the serial has been successfully maintained. The only difficulty of importance was constituted by the unsettled blocks of land lying within and between jotes and this was dealt with as follows :— A separate serial for such plots was run sheet by sheet, the letter Ψ being in every case written beside the number on the map. Thus at a glance khas lands and lands belonging to any public body can be distinguished from lands already settled—a very useful provision in a developing tract. In entering such plots in the record a fractional numeration was resorted to in order to avoid confusion, the taluk and not the sheet being the unit of record. The number of the sheet was the numerator of the fraction, and the plot number the denominator. Though at first sight cumbrous, this device has proved very simple, clear and satisfactory throughout, of great value to officials and others using the maps, and readily understood by the people. Such algebraic expressions as $\frac{38}{4} \Psi$ look clumsy, it is true, but it is not easy to express by a simple symbol "The khas plot numbered 38 in sheet 4." In defence of the system, I may say that no instance has come to my notice

where confusion has arisen from it. At the stage of khanapuri the papers relating to each cadastral sheet were kept distinct and carefully and prominently labelled with the name of the taluk and the number of the sheet to which they referred. At a later stage the amalgamation of sheetwar khas khatians into talukwar khas khatians was carried out. In doing this, unfortunately, a number of absolutely unauthorised changes were made by the staff employed which were not detected by the Assistant Settlement Officers in charge. These changes had to be corrected by the tahsil staff after the final publication of the records. The draft records prepared in the field were found to be correct and made the work of correcting the final records easy.

B.—In the permanently settled area each sheet was treated as a separate unit for khanapuri purposes, and had its own serial. The advantage of this was that as soon as an amin had completed the cadastral survey of a sheet, he could begin khanapuri without the necessity of referring to any other sheet. Here again the fractional numbering in the record was necessary, but no difficulty or confusion arose therefrom. As in the Western Duars the careful labelling of every page with the name of the taluk and the number of the sheet was most scrupulously insisted upon, so as to make it easy for every error in numbering to be detected during janch, and to obviate the possibility of error when amalgamating the various khatians belonging to scattered interests. The care and attention bestowed on this work have resulted in the elimination of practically all errors in plot numbering, and it may be said with confidence that the system of sheetwar serials has been a success. I may add that it was found very helpful during recovery, a glance at a khatian showing at once what sheets the tenant was entitled to receive.

38. In previous settlements the sheets were inked up in black on completion of cadastral survey. The result was that the final reproductions must show all the corrections made during the various stages of preparation of the record, unless the sheets were traced before vandyking. From the beginning of this settlement, the alternative system of preliminary inking up in blue cobalt was adopted, the final inking in black being deferred till all corrections had been made. Thus the reproductions do not show the multifarious alterations which so often had to be made.

39. In the early stages of the settlement the question of whether the original cadastral sheets should be used in the field during bujharat and attestation or retained in the drawing section while traces (as in Bakarganj) or preliminary reproductions went out to the field, was discussed. The chief objection to the use of the original sheets is that they suffer from excessive handling and exposure to the weather and are frequently rendered unfit for direct reproduction. The chief argument in favour of their use is that by making all corrections on the original sheets themselves the possibility of errors and omissions is minimised.

The objection specified above would undoubtedly prevail if the original sheet surveyed by the amin were necessarily "the original document" for the purposes of the Evidence Act. But it has been settled that this is not so, and that the sheet sent up for reproduction, bearing a certificate to the effect that it is a map prepared under the orders and authority of Government and signed by the Settlement Officer, is the original in the eyes of the law whether it was the amin's sheet or not. This being so, the advantage of making all corrections directly on the working sheet seems to outweigh the objections; and in this settlement it was so done.

40. One of the first questions that came up for consideration was whether the areas of fields should be recorded in terms of local measurement as well as in acres and decimals. On this point the Director of Land Records noted as follows in 1907 :—

Local measures.—Our papers contain at present only acres and decimals and not local measures. The local measures in use are the "hal" and the "dôn", i.e., the plough and the basket. Sometimes 15 baskets make one plough, sometimes 20. The size of the basket also varies greatly and there is no convenient notation for recording ploughs and baskets. Formerly the settlement papers showed bighas, kathas, chattaks, but the tenants are (generally speaking) unfamiliar with this system. In course of our experimental attestation we shall decide whether it is sufficient to enter only acres and decimals on the preliminary papers. In any case we shall enter only acres and decimals on the final papers.

Subsequent experience showed that it would be of no value to work out areas in terms of local measure, as no standard set of units existed throughout the district. In the permanently settled parts the standard bigha is used, but the older and more properly local units (of which we had to take cognizance in deciding cases) were found to be obsolete and too variable to be recorded. In the Western Duars the *hal* is the popular measure of land, the *dôn* being seldom used in practice. The standard *hal* is equal to five acres, and all estimates of area—and land in the Duars prior to this settlement has nearly always been bought and sold on the basis of estimated area, not on measurement—approximate more or less closely to this value of the *hal*. In all sales, which have come to my notice in which the settlement papers have been referred to, 5 acres is called a *hal*.

Our records therefore have throughout shown areas in terms of acres and decimals only.

41. One other principle only need be mentioned at this point. It was found that the *de facto* boundaries of jotes in many cases differed from the *de jure* boundaries shown in Mr. Sunder's maps. In all cases where jotedars had possessed themselves of lands by trespass, a separate khatian page was used for the record of such plots and a trespass register was maintained which was put up to the Deputy Commissioner for orders, pargana by pargana. These separate khatian pages were either amalgamated with the jote khatians or added to the khas khatians of Government according to the decision of the Deputy Commissioner on each case of trespass.

C.—Some account of the more important branches of the work.

42. I shall conclude this Chapter by describing in some detail the following operations :—

- (1) *Survey* with its corollaries, map making and demarcation.
- (2) *Cess Revaluation*.
- (3) *Jamabandi*.
- (4) *Apportionment and Recovery of Costs*.
- (5) *Maintenance in the Western Duars*.
- (6) *Settlement of Fair Rents* under section 105, and *Use work* under sections 105 A and 106.
- (7) *Cost of the operations*.

Surveys.

43. **Previous surveys.**—The Western Duars was annexed in the autumn of 1864. Within six weeks of its annexation the revenue survey was begun by a party under Mr. J. H. O'Donel. Owing to want of boundary demarcation a topographical survey on the 2" scale was all that was then attempted. The work was much hampered by fever, dysentery, lack of drinking water and the difficult nature of the country. A further obstacle to progress was the total lack of local knowledge, so jealously had the Bhutias excluded British subjects from the Duars. In season 1865-66 Mr. O'Donel, the Revenue Surveyor, was also made Demarcation and Settlement Officer. He proceeded to erect pillars pending the arrival of instruments for measuring boundaries and preparing thakbust maps. The Revenue Survey proper began in December 1865. The scale of 2" to the mile was adhered to for detail work, the boundary survey being made on the 4" scale; and the great trigonometrical station at Dharampur was taken as the origin of survey. This made it possible to connect the present survey with the revenue survey whenever necessary. The revenue survey of the Western Duars was completed in 1868, the total area surveyed being 1,931 square miles at a cost of Rs. 47-14-3 per square mile according to Mr. O'Donel's report. In the Deputy Surveyor-General's annual report for 1867-68 we find the area given as 1,880 square miles and the cost as Rs. 59-4-9 per square mile. I have been unable to reconcile these two figures. Mr. O'Donel also demarcated the boundaries of the district along the Cooch Behar and the Bhutan frontiers.

On 1st December 1857 the revenue survey of the portion of Rangpur district which included the parganas of Patgram and Kazirhat (the former of which entirely and the latter partially fall in Jalpaiguri district) was begun under Mr. J. J. Pemberton. In the following season Baikunthapur and Boda parganas were completed by the same party, the thakbust maps of Rangpur district having been previously prepared. The scale of the revenue survey in these parganas was 4" to the mile except in the jungle mahal of Baikunthapur, which was mapped on 2" scale.

The first cadastral survey of the Western Duars was that of Mr. Beckett, which followed soon after the revenue survey of Mr. O'Donol, and was intended as the basis for an assessment of the ceded tract. This survey, however, was subsequently condemned as inaccurate, and it was not till 1888-89 that a proper traverse and cadastral survey of the whole of the Western Duars was begun. This was completed in 1892 and formed the basis of Mr. Sunder's settlement. This survey had three distinct objects:—

- (1) To make 16" maps and records for Mr. Sunder.
- (2) To map on the 2" scale all waste lands.
- (3) To map on the 4" scale the reserved forest.

In addition to these three principal objects some 8" surveys of tea gardens were made.

A full account of the survey made at different times in Boda and Patgram will be found in Chapter IV, section 2, of Babu Harendra Narayan Chowdhury's Report on 'Chaklajat estates and their settlement of rents' published in 1902, to which reference was made in Chapter II of this report. In Baikunthapur pargana alone has no previous general cadastral survey been made.

44. In paragraph 854 of his report Mr. Sunder wrote: "I believe that by the time the present settlement expires the country will develop and be well advanced in cultivation and that it will then be necessary to make a fresh survey of the whole of the Western Duars including tea gardens." We have seen already that this prediction was fulfilled to the letter. A complete traverse of the district was found necessary, and the subsequent survey operations comprised four distinct branches of work:—

(1) 16" cadastral survey of the whole of the permanently settled portion of the district, and of the arable lands in the Western Duars, both those already leased out as jotes and the undeveloped waste.

(2) 16" detailed survey of tea gardens carried out as a separate operation by the Director of Surveys in respect of such gardens as asked for it. Two-fifths of the estimated cost of this work was recoverable from the gardens concerned.

(3) Topographical Surveys, including—

- (a) 4" forest maps.
- (b) 4" maps of all tea grants with the important details only.
- (c) 16" topo maps of the enclaves of Cooch Behar State showing only such details as would be necessary for standard mapping purposes

(4) Boundary Surveys including—

- (a) Relaying the Cooch Behar boundary at six disputed places. It was proposed to relay the whole boundary but this was not sanctioned, though the Cooch Behar authorities were in favour of it. The questions raised by the recent survey of Cooch Behar State show that it would have been better to re-demarcate the whole boundary.
- (b) Relaying the Jalpaiguri-Bhutan boundary. This was carried out by the Director of Surveys as a special operation.
- (c) Relaying the boundary between the Baikunthapur Estate and the Western Duars. This line had in many places been obliterated by the Teesta river, and it was necessary to demarcate it again in the char lands.

Major Hirst held the office of Director of Surveys throughout the period covered by these operations. As he is now on military service I shall

endeavour to give some account of the work, but I cannot hope to do so as fully or as satisfactorily as he would have done had he been here.

45. Traverse Survey.—Under the Board's order No. 253 ^{22.8}/₆, dated ^{31st July}/_{10th August} 1906, traverse work was stopped in Dacca district and the party transferred to Jalpaiguri. During the first season an area of 1,018 square miles was traversed, a small area of 70 square miles being hurried on to start with so as to furnish the Settlement Officer with plots of his experimental block. The unit of traverse survey was the taluk, which, as already explained, was found to coincide with the revenue survey mauza. In pursuance of the settlement policy of treating jotes in the Western Duars as units of records, each jote was traversed as a survey unit, all trijunction points being marked as stations. This was found to be very expensive, and was not continued after the first year. In the rest of the Duars the same principles were observed as in the permanently settled area, namely, that sub-traverses were run at intervals of 30 or 40 chains, picking up only such trijunction points of jotes as fell somewhere near such lines.

The intersection of north latitude $26^{\circ} 30'$ and east longitude 89° was adopted as the origin of surveys. The magnetic variation in this district is east $1^{\circ} 30'$.

In the first block connections were made to five principal and four secondary great trigonometrical stations and the error in traverse worked out to 4.5 feet per linear mile.

In the second year the remainder of the Western Duars was completed. The same origin was retained, and three great trigonometrical stations in Cooch Behar were connected with, the traverse error working out at 8 feet per linear mile.

In both blocks the work was much hampered by lack of demarcation by the inhabitants, and by the prevalence of illness amongst the staff.

Speaking from the settlement standpoint much delay was occasioned to the cadastral staff—a delay which was found very difficult to overtake in subsequent stages—by two kinds of defect in the traverse :—

(1) The running of sub-traverses at fixed distances sometimes proved very inadequate for cadastral purposes, and many sheets could not be begun till further lines had been run.

(2) In the second year's traverse area were very large stretches of land which had been taken up speculatively for tea grants, and subsequently surrendered. The district map showed these as tea blocks and the traverse party accordingly confined themselves to a 4-inch boundary traverse of such areas. The cadastral party subsequently found that many jotes had been given out within these former tea blocks, and that the whole area must be surveyed on the 16-inch scale. The traverse had to be re-done before this could be started. I might add while on the subject that after the completion of the 16-inch work many of those blocks were again taken up for tea and opened out as gardens, with the result that in the Falakata tehsil comparative figures of old and new areas of arable land were very confusing. It was also found that scattered through the area covered by tea gardens were numerous small blocks of land leased out for ordinary cultivation or lying as arable waste. No 16-inch plots were at first prepared for these by the traverse party and a great deal of time and trouble was involved in seeking out all such blocks and mapping them on the 16-inch scale.

At this point in the traverse survey a hiatus occurred. The second year's programme was 1,359 square miles, but for settlement purposes this was divided into two blocks, so that at the end of its second season the traverse party was two years ahead of the settlement. It was decided that the ensuing season should be devoted to demarcation and miscellaneous work, all superfluous members of the party being drafted to other circles. The programme in the Western Duars consisted of the marking of trijunction points of taluks, jotes, tea gardens, and forest blocks by means of stones; and the planting of simul trees 5 feet to the magnetic north of all traverse stations heaping up mounds of earth round the trees, as is done in Assam. The stones embedded were connected with the traverse work so that their positions are defined.

The planting of trees in the Duars has not proved to be a great success. The cultivators viewed the operation with deep suspicion, an attitude of mind in which the beasts of the field also shared. Between them they managed to wipe out most of the arboricultural efforts of the traverse party to perpetuate its memory.

In the following field season the traverse of the district was completed. In this area too progress was retarded by lack of demarcation, but much help was furnished by the manager of the Chaklajat Estates. The programme for the season comprised an area of 560 square miles; twelve great trigonometrical stations were connected with, and the traverse error in this block worked out at only 4.21 feet per linear mile. As in the rest of the permanently settled area all village trijunctions were marked with stones, simul trees being also planted 5 feet to the magnetic north of all permanent marks.

The plots were duly completed and handed over, and the traverse party departed from Jalpaiguri in 1910.

46. Cadastral Survey on 16" scale.—In general it may be said that the cadastral survey of Jalpaiguri district was difficult—in the Western Duars owing to the rough and broken character of the country, and in the permanently settled area owing to the smallness of the plots. The winter rice crop ripens late in these parts, which makes it difficult to get into full swing before the middle of December as the cultivators objected most strongly to the amins walking through their crops and dragging chains about. The attitude of the people towards the operations was unfriendly at the beginning of each block.

The notoriously unhealthy climate of the district and the fact that the Faridpur and Mymensingh settlements were in competition prevented the best amins from seeking service in Jalpaiguri. Again and again the Director of Surveys commented unfavourably on the quality of the amins. I have elsewhere commented on the effect of the climate on the staff. It will be sufficient here to say that whereas in 1908 Captain Hirst found the Jalpaiguri kanungos to be full of energy but deficient in knowledge, and in 1910 he spoke favourably of their improvement in knowledge, yet in 1911 the Director of Land Records recorded the following opinion: "It became abundantly clear before the end of the year that the kanungos in Jalpaiguri were of a calibre greatly inferior to that of the kanungos in Dacca or Mymensingh." And yet when transferred to other settlements after the close of these operations, though they began badly many of the Jalpaiguri kanungos subsequently acquitted themselves with credit. I ascribed the deterioration of my staff entirely to the effects of chronic and persistent malaria.

In view of these handicaps it was not surprising that on several occasions the cadastral work was unfavourably criticised by the Director of Surveys. Whenever this occurred the most drastic steps were taken to eliminate the bad work, and it is satisfactory to note that each year the survey was in the end passed as up to standard by the Director of Surveys. But one aspect of the work was never satisfactory, namely, that it always dragged on far beyond the allotted time, and anything in the way of pressure to accelerate outturn led to profuse fudging. This applies to all branches of field-work throughout the settlement.

Much trouble, delay and expense arose from the sheets themselves. Major Hirst went carefully into the question of the quality of paper used, and his final conclusion, which was accepted by the Board, was that Form P. 70 (a) was very inferior to the old Form P. (70).

Partly because our amins were inferior draftsmen, and partly owing to the necessity of using the original sheets for field bujharhat—an operation which was never completed before the breaking of the rains—many of the sheets were rendered unfit for reproduction long before the time of final inking up and the most cunning efforts of the draftsmen failed to render them pleasing in the sight of Major Hirst. The result was that a very large portion of the Jalpaiguri sheets had to be traced.

The distortions which frequently occurred in P. 70 (a) led to marked discrepancies in area and necessitated a lot of revision of area extraction by my Technical Adviser. I suggested to the Director of Surveys that if the sheets could be printed in small squares of $\frac{1}{10}$ inch dimensions instead of in one

inch squares as heretofore, each field would retain its exact area in terms of these small squares (each of which would = .025 acre) no matter how the sheet distorted itself owing to the weather. Experiments also showed that the extraction of areas direct from such a sheet without the use of acre-combs was markedly quicker and more accurate. I do not know whether this suggestion ever came to anything, but it would have saved a lot of trouble in Jalpaiguri could we have got such sheets printed in time.

I have already described the other salient points of the field-work. In the Western Duars traces of individual jotes were made for distribution to the jotedars with their leases. These were made over to the Deputy Commissioner at the close of the operations.

It was arranged that thana maps and other small scale maps would be prepared by the drawing office, *vide* Captain Hirst's inspection note of 2nd November 1910, paragraph 7.

"As for the final thana maps these, with the necessary reductions, will be made in the Shillong Drawing Office as soon as the Settlement Officer can let me have the original sheets." Those maps had not reached my office when I made over charge, but presumably they have since been sent to the Deputy Commissioner.

47. **16' maps of tea-gardens.**—At the beginning of the settlement it was decided that 4" boundary maps of tea grants should be made with the object of having a complete survey of the district. The information then available was scanty, and it was soon found that the matter was not such a simple one as had been supposed.

In pursuance of the orders issued the tract which may be described as the tea-garden belt was traversed and 4" plots were prepared grant-by-grant. As soon as the boundary survey was undertaken the following fresh facts came to light :—

(1) The tea-garden belt was far from consisting entirely of tea-grants. Many blocks of ordinary cultivation, and of waste land, were found among the tea-gardens. Many river-beds were excluded from grant-maps. Many blocks had been taken up for tea, then surrendered, which still appeared as tea-grants on the mujmili-maps supplied to the traversers.

(2) A number of boundary disputes between gardens, and between a garden on the one hand and a jote on the other, were unearthed, for the settlement of which a 4" boundary map was inadequate.

(3) In traversing as separate units of survey the various grants comprised within a tea-garden the traversers were guided by the managers. It was found that in very many cases the boundaries of these grants had been forgotten if they were ever known. The grant-maps were not always helpful in such cases. In the first place, a complete set of maps was not available, as in 1906 the Deputy Commissioner's record-room was destroyed by fire and the majority of the tea-grant maps were amongst the lost property. The gardens were asked to send in their lease maps to be copied, but many of these had suffered from wear and tear and were unreliable, and a number were never forthcoming at all. The maps that were available were deficient in several respects :—

- (a) They had not been made on the basis of a traverse, and were not only out in azimuth, but in many cases had no other clue than the printed word "Jalpaiguri" to show in what part of the world the lands delineated were situated.
- (b) When the maps were made many of the grants were covered with dense jungle, so the mapping was of a very rough and ready kind and no demarcation on the ground had been attempted till years afterwards.
- (c) Cases were found where a strip of land had been included in two such maps.
- (d) Wherever possible a river had been taken as a grant boundary. Duars rivers change their course so frequently that they are most unsatisfactory boundaries. In all cases where neighbouring grants, surveyed at different times, had a river as the common boundary it was found impossible to fit the maps together.

(4) There was a strong demand for full and reliable maps of tea-gardens, not only on the part of the planters, but also on the part of the Deputy Commissioner for the purposes of re-settlement of grants as their leases fell in.

It will be clear from what I have stated that the original proposal for a 4" boundary survey of tea-grants did not even secure the limited object which it was designed to achieve; much less did it satisfy the requirements of the case as ascertained by local investigation. Early in 1909, I submitted a note on the position and proposed that the tea-garden belt should be entirely surveyed on the 16" scale. I represented that the gardens would willingly pay for reliable maps on this scale.

My proposal had the support of the Deputy Commissioner, and the Director of Surveys strongly advocated it. The Director of Land Records did not advocate a complete 16" survey of the tract. The interspersed blocks of jote-land and waste must, of course, be mapped on the large scale, and he approved of the inclusion of salient topographical details in the 4" maps, but he recommended to Government that 16" maps of tea-gardens should only be prepared in such cases as they were required by the Deputy Commissioner for renewal of leases, and in such cases as they were applied for by the managers of gardens, who would be asked to pay an all-round survey-fee of 2 annas an acre. The general question had been considered by the Duars Planters' Association, at a meeting which I attended by invitation, in order to show the members sample maps on the 4" and 16" scales. The following resolution was passed:—

Resolved.—That this Committee is of opinion that maps of tea-garden grants on the scale of 4" to the mile are too small for practical utility and can never adequately replace and supersede the old 8" scale lease maps originally issued by Government. They desire therefore to bring to the notice of Government the superior advantages in every way of the 16" scale, and they consider that in the event of this scale being adopted, members in their own interests would largely avail themselves of the convenience of purchase for reference and working purposes generally.

The date of this resolution was 4th August 1909.

The proposals of the Director of Land Records were approved by the Board and accepted by Government in their No. 2902 R., dated 8th December 1910, which was as follows:—

Copy of letter No. 2902 R., dated the 8th December 1910, from B. C. Allen, Esq., I.C.S., Officiating Secretary to Government, Revenue Department, to the Secretary to the Board of Revenue, Eastern Bengal and Assam.

I am directed to reply to Mr. Rankin's letter No. 1322 S. S.—T., dated the 23rd September 1910, on the subject of the preparation of maps of tea-grants in the district of Jalpaiguri during the course of the Survey and Settlement Operations.

2. The Lieutenant Governor accepts the proposals of the Director of Land Records that managers of tea gardens should receive 10 vandyked copies of the map of their gardens surveyed on the 16" scale containing a few salient interior features on depositing the cost, calculated at 2 annas per acre in each case, whether the garden has already been surveyed on the 16" or only on the 4" scale.

3. I am to request that the Duars Planters' Association may be informed of this order at a very early date as any re-survey that may be required must be carried out during the current field season. The offer should therefore only be kept open for such time as will admit of the observance of this condition and the Association should be informed of the latest date on which any application will be received.

Three points remained to be elucidated, namely:—

- (1) The agency through which the work would be done.
- (2) The exact definition of "a few salient interior features."
- (3) The latest date for receiving applications from managers of "tea gardens for 16" maps.

On these points the Director of Land Records submitted the following proposals in his No. 1016—111 of 13th March 1911, after consulting the Director of Surveys:—

(1) As regards the conduct of the fresh work I agree that all portions which are purely in the nature of survey should be carried out by the Director of Surveys and his

professional staff. This does not mean however that the Settlement Officer will sever his connection with the work. Questions will frequently arise not only as to the facts of possession but also as to whether the new map should show the outside boundaries according to possession, according to the old grant map, or according to both. All such questions should be determined by the Settlement Officer, in consultation where necessary with the Deputy Commissioner.

(2) As regards the meaning of the words "a few salient internal features" I am clearly of opinion that when one garden consists of two or more grants which have not been "amalgamated" by proper authority the boundary between the grants should be shown on the map (*vide* the concluding portion of paragraph 7 of my letter No. 1016—1130 T., dated the 16th July 1910). I am also of opinion that the "working blocks" into which the planters divide their tea lands should be shown upon the maps. In the case of rice land, on the other hand, it is not necessary to show the allotments held by individual coolies still less the individual fields. Lastly I recommend that areas should be extracted and should be shown on the face of the map. The planters attach considerable importance to these three points, and it is desirable that the maps should meet their reasonable requirements. If the above recommendations be accepted, the new maps will show, in addition to the external boundaries,—

- Roads and paths.
- Streams.
- Masonry buildings and coolie lines.
- Dividing lines between unamalgamated grants.*
- Tea land according to working blocks.*
- Rice land in bulk.
- Jungle in bulk.
- Areas as extracted.

(3) In the circumstances it will be better that, where a fresh survey is required, the work should be postponed until the following season. Applications from managers of gardens may in all cases be accepted up to 30th June, 1911.

The orders of Government on these proposals were contained in letter No. 815-R., of 18th April 1911 :—

Copy of letter No. 815-R., dated the 18th April 1911, from the Hon'ble Mr. J. F. Gruning I.C.S., Secretary to the Government of Eastern Bengal and Assam in the Revenue, and General Department, to the Secretary to the Board of Revenue, Eastern Bengal and Assam.

With reference to your letter No. 882S and S., dated the 3rd April 1911, on the subject of the preparation of 16" scale maps of tea grants in the district of Jalpaiguri, I am directed to say that Government accepts the proposals made by the Director of Land Records in his letter, a copy of which was forwarded. The effect of these orders will be (1) that applications from managers of tea gardens may be accepted in all cases up to the 30th June 1911, and (2) the new maps will show in addition to the external boundaries,—

- (a) Roads and paths.
- (b) Streams.
- (c) Masonry buildings and coolie lines,
- (d) Dividing lines between unamalgamated grants.
- (e) Tea land according to working blocks.
- (f) Rice land in bulk.
- (g) Jungle in bulk.
- (h) Area as extracted.

2. I am to add that the cost to Government must not exceed 3 annas an acre for the whole area dealt with.

A large number of applications for 16" maps were filed, and the work was taken up in due course by a professional party under the Director of Surveys. A number of cases in which the managers of gardens challenged the accuracy of the boundaries as shown on the new maps were disposed of by me. The Director of Surveys has, I believe, reported separately to Government on the progress and results of the work. It will be unnecessary for me to say more on this subject as my official connection with the business ended with my decisions of the boundary questions I have alluded to.

48. Topographical Work.—(a) In the case of the forests 4" boundary maps were made with such detail only as would be necessary for standard mapping purposes, *e.g.*, public roads and rivers running through the forest.

(b) The general scheme submitted to Government by the Board in 1906 and approved included a boundary survey of tea-grants on 4" scale. When this work was started it was clear that a mere boundary survey with no topographical details shown would be of no value to anyone and form an inadequate basis for the settlement of the numerous boundary disputes which

cropped up as soon as survey began. It was therefore decided to include roads, rivers, tea without discrimination of blocks, and any marked natural features that occurred. By the time that the survey of block C was taken up the question of making 16" maps of gardens has been raised from two entirely distinct sides :—

- (1) The Deputy Commissioner had not himself prepared any large scale maps of the numerous new tea grants east of the Torsa river and looked to the Settlement Officer to provide him with them for issue to lessees as lease-maps and for filing in his office.
- (2) The tea-garden managers were expressing disappointment, at the use of the 4" scale and the paucity of detail in the maps already prepared. They had hoped for maps which would be of use to them. Major Hirst was then formulating his scheme for providing 16" maps and the prospects of its going through were favourable.

In view of these two causes I asked that for block C 16" and not 4" plots of tea gardens should be supplied by the traverse party. On these plots the boundaries and the same details as on the previous 4" plots were surveyed; in cases where the map was required by the Deputy Commissioner such additional details as were necessary were added. Subsequently Major Hirst found that these maps with the addition of complete details satisfied his requirements for the purposes of his 16" tea garden survey.

(c) Within the periphery of this district lie a large number of islands of Cooch Behar State aggregating some 30 square miles in area. To leave these entirely out of this survey would mean blanks in the standard maps, and in any case the exterior boundary of all such enclaves had to be mapped. Plots were prepared on the 16" scale and where continuity of topographical detail or the presence of some marked natural feature demanded it, so much internal survey was done with the concurrence of the Cooch Behar authorities.

Boundary Survey.

49. The Cooch Behar Boundary.—In 1895 a boundary dispute arose between Jalpaiguri district and the State of Cooch Behar. The matter was eventually sent up to Government who directed a re-demarcation. It was mutually agreed that both sides would abide by the line shown in the map of Mr. O'Donel in 1868-70. The work of demarcating this map in the places where it differed from that prepared by Mr. Sunder was entrusted to the native surveyor attached to the Deputy Commissioner's office. The work was done and the maps, etc., submitted to the Surveyor-General for verification. The Assistant Surveyor-General refused to give any certificate as the work had not been done by a member of his department (*i.e.*, presumably he could not vouch for the accuracy of the methods employed). Certain flaws were indicated by the Assistant Surveyor-General, but the Deputy Commissioner considered that these were not sufficiently serious to invalidate the work and recommended its acceptance and confirmation. On 23rd September 1899, the Maharaja of Cooch Behar accepted the boundary laid down by the native surveyor, and on 4th January 1900, His Honour the Lieutenant-Governor of Bengal "sanctioned the proceedings of the native surveyor and confirmed the boundary between Cooch Behar and Jalpaiguri laid down by him." The local authorities then proceeded to readjust possession, and the case was to all appearances finished by the year 1901.

From this point onwards the files are in confusion and the exact sequence of events is difficult to follow. Apparently the Surveyor-General was again approached on the subject of verification, and took exception to the native surveyor's methods. On 18th March 1901, Mr. Marindin, Commissioner, Rajshahi Division, wrote: "Apparently the survey made is useless for the purpose and will have to be redone." Further correspondence with the

Surveyor-General followed and various reports were submitted by the native surveyor in defence of his work. Meantime settlement of the transferred lands was stopped, subsequently being permitted for one year only. On all sides it seems to have been felt that the work would be redone, but strangely enough no reference seems to have been made to Government and everyone appears to have overlooked the fact that the work of the native surveyor as such had been approved and confirmed.

At this stage there are gaps in the papers, and matters again become coherent at the point of the selection of a man to test on the ground the work of the native surveyor. It is possible that during this period 1902-04 some orders of Government were passed, but they cannot be traced. In due course Mr. C. O'Donel tested the work of the native surveyor and submitted his report, a copy of which was forwarded to the Deputy Commissioner of Jalpaiguri on 19th May 1906. The native surveyor made a note on the report on 21st December 1906, in which he wrote: "If the Cooch Behar authorities accept the testing work without any objection the comparative maps and the records made by the testing officer which are now in our office may be sent to the Deputy Superintendent of Survey in charge of No. 6 Party, Eastern Bengal, for demarcating the boundary lines on the ground during the next field season." The Deputy Commissioner's orders on this reads: "I approve of this. Send copies of the comparative maps and of the report to the Dewan and request him to let me know as soon as possible if he agrees to them." The Dewan did agree to them and finally the matter was made over to me by the Deputy Commissioner.

I had no reason to question the authority under which matters had been brought to this stage. After some correspondence all arrangement for relaying the boundary was completed between the survey party and myself, but meantime various questions arose which induced me to go through all the papers. I found that unless the letters have been lost from these files Government had never withdrawn its confirmation of the native surveyor's work, nor had the Maharaja of Cooch Behar ever withdrawn his acceptance of it. It was clear that the map of 1868-70 must be relaid as the errors made by the native surveyor were of a kind that would cause endless friction and uncertainty.

The orders of Government on this proposal were contained in letter No. 1318 R. of 3rd June 1910 which I quote:—

Copy of Government in the Revenue Department Order No. 1318 R., dated the 3rd June 1910 to the Secretary to the Board of Revenue, Eastern Bengal and Assam.

I am directed to acknowledge the receipt of your letter No. 272 S. & S. G., dated the 18th April 1910, in which the Board request that the Lieutenant-Governor may be pleased to sanction the revision of the boundary line between the Cooch Behar State and the district of Jalpaiguri on the basis of the results obtained by Mr. O'Donel of the Survey Department in testing the boundary line as relaid by a native surveyor in 1896—98 under the orders of the Government of Bengal in consultation with the Maharaja of Cooch Behar.

2. The Cooch Behar State has formally accepted this proposal, and the Lieutenant-Governor is now pleased to confirm the boundary line as ascertained by Mr. O'Donel and as shown in the maps forwarded with your letter, and I am to request that arrangements may be made with the authorities of the State to demarcate the revised boundary at an early date.

3. It is presumed that the cost of demarcation will be borne by Government and the Cooch Behar State in equal proportion, and I am to enquire how the Board propose to meet the Government share of the cost.

4. I am also to request that the Board will be so good as to furnish the Surveyor-General of India with full particulars of the revised boundary.

It was arranged that the work would be done by Mr. Hart, my technical adviser, during the field season 1910-11. Mr. Hart could not however be spared that season and at the beginning of the following cold weather he reverted temporarily to the Survey Department and took charge of the tea garden survey in the Duars. Eventually on 14th February 1914 the work was begun by Mr. Hart and completed by him on 20th March 1914. During the course of the work serious difficulties were experienced, but a solution

was found and the boundary was duly relaid and plotted on the 16" maps. Some 300 iron pillars were dealt with by Mr. Hart.

In case of future trouble I will quote one paragraph from Mr. Hart's report, in which he alludes to two possible sources of discrepancy :—

In Shobagānj taluk there are what appear to be discrepancies in relaying of old traverses by Cooch Behar traverse party, as they differ, on the ground, from Mr. C. O'Donel and the 16" settlement, where they are all supposed to be identical. I should also like to bring to your notice that in Chaporarpur taluk, on the Cooch Behar side of the Kaljani river, I plotted two pillars from the Cooch Behar 16" sheet (pillars No. 33 and 34) and in checking them with the adjoining pillars, I find difference of 4 chains, whether this is due to badly relaid traverse or an error in O'Donel's plot, I am unable to say."

The new boundary as relaid and plotted by Mr. Hart affected the area of 68 jotes in the Western Duars, an area of 335 acres being transferred from Cooch Behar to British India, and an area of 520 acres being transferred to Cooch Behar—a nett loss of 185 acres to British India. Much of this land had never been assessed to revenue pending decision of the disputes. The fields included in British India by the demarcation were classified and assessed in exactly the same way as the rest of the pargana in which each field now fell. The result was a nett increase of revenue of Rs. 45 per annum.

The work of Mr. Hart was in due course accepted by the Maharaja of Cooch Behar and confirmed by Government :—

No. 1390, dated Cooch Behar, the 9th November 1914.

From—BABU PRIYANATH GHOSH, M.A., Dewan of the Cooch Behar State,
To—The Settlement Officer, Jalpaiguri.

With reference to the correspondence ending with your letter No. 353-S., dated the 13th September 1914, regarding the demarcation of the northern boundary between the State of Cooch Behar and the district of Jalpaiguri, I have the honour to inform you that His Highness the Maharaja Bhup Bahadur in Council has been pleased to accept the line as relaid by Mr. Hart.

No. 4807-P., dated Calcutta, the 10th April 1915.

From—J. C. CUMMING, ESQ., C.I.E., I.C.S., Chief Secretary to the Government of Bengal,
To—The Commissioner of the Rajshahi Division.

I am directed to forward a copy of letter No. 51—3-1879, dated the 28th December 1914, with its enclosure, from the Director of Land Records, Bengal, on the subject of the demarcation of the boundary between Cooch Behar and the district of Jalpaiguri, from which it appears that His Highness the Maharaja of Cooch Behar accepts the boundary laid down by Mr. O. J. Hart of the Survey Department.

2. I am to say that the Governor in Council confirms the boundary between Cooch Behar and the district of Jalpaiguri demarcated by Mr. Hart and shown in the accompanying map.

The proposals for classification and assessment of the transferred lands were sanctioned by Government in its No. 316-T.—R. of 22nd May 1915 which I reproduce :—

No. 316-T.—R., dated Darjeeling, the 22nd May 1915.

From—J. N. MITRA, ESQ., Under-Secretary to the Government of Bengal,
Revenue Department,
To—The Director of Land Records, Bengal.

WITH reference to your letter No. 51—3-1879, dated the 28th December 1914, on the subject of the demarcation of the boundary between Cooch Behar and the district of Jalpaiguri, I am directed to forward herewith for your information a copy of memorandum No. 4808 P., dated 10th April 1915, and its enclosures, from the Political Department of this Government and to say that Government have no objection to your confirming the rent-roll for the lands transferred from Cooch Behar to British India at the pargana rates approved by Government.

2. **Bhutan Boundary.**—This boundary was first demarcated by Mr. T. H. O'Donel in 1866-67. In the course of the ensuing two decades several modifications in the original boundary were made by agreement between the Government of India and the Bhutan Government, and in 1891-92 the whole boundary was relaid by Captain Hodgson. The work of Captain Hodgson was accepted by the Government of India with the exception of the portion

lying between the pillars numbered by him 34 and 37. Two old cairns or stones marked the boundary as claimed by Bhutan, and that claim was admitted by the Government of India, but apparently boundary pillars were never erected on those spots.

It was found necessary, owing to disappearance of marks, to demarcate this boundary again in the course of this settlement. The work was done by Mr. Delaney in 1909 under the guidance of Captain Hirst. In the course of the demarcation the old dispute cropped up again, as Rangamuttee Tea Garden was affected, and the Manager, being unaware of the Government orders of 1893, claimed the northern line as his boundary. Other discrepancies were found to have crept in during the period that had elapsed since Captain Hodgson's survey, due to the clearing of land on the Duars side of the boundary, and to the paucity of boundary pillars at some points.

These disputes were settled and the boundary as approved in 1893 was relaid. The Rangamuttee boundary is now defined by pillars 138, 139, 140 and 141 at the disputed point, pillars 139 and 140 being erected by the side of the old cairns abovementioned.

In order to transfer the newly demarcated boundary accurately to the settlement maps, the field-books of Mr. Delaney were sent to my drawing-office along with traces of the boundary as mapped by him. Mr. Hart, my technical adviser, himself carried out this work.

3. **Baikunthapur-Duars Boundary.**—I give a separate paragraph to this survey because it had to be done by Mr. Hart as a special piece of work. The pillars put down by Lieutenant Hirst in 1900-02 as explained in a previous chapter had disappeared and there were disputes all along the line, the Baikunthapur Estate claiming the whole bed of the Tista river. The work of Mr. Hart settled the disputes and a readjustment of territory was effected; but since then the Tista river has played havoc with the demarcation. As the tendency of this river seems to be to move eastwards it is more than likely that when the pillars are again relaid most of them will lie on the western bank with some hope of comparative permanence.

4. Regarding the other district boundaries there is little to be said. The common boundary between Jalpaiguri and Darjeeling cannot be finally settled on a permanent basis till the cadastral survey of the Terai is made. I strongly recommend that when this is done the boundary of the Baikunthapur Estate be gazetted as the district boundary and demarcated as such.

Discrepancies were found between the boundary mapped by the Purnea settlement and that mapped by this party. These were duly adjusted by Mr. Hart after local investigation and the necessary "Badars" were sent to the Bengal Drawing Office.

The common boundaries between this district and Dinajpur, Rangpur and Goalpara were adjusted and mapped without much difficulty and are, I believe, correctly shown in terms of the notifications.

In the course of the survey of Cooch Behar State discrepancies have been discovered between the boundary mapped by this settlement and that shown by the Cooch Behar surveyors. These discrepancies are in course of adjustment.

50. **Permanent marks.**—The following permanent marks have been left in the district :—

In the Western Duars at the trijunction points of jotes and taluks triangular stones were embedded and as many as possible of these points were picked up by the traverse. Many miscellaneous stone marks were found of previous origin. Where such marks served any useful purpose they were left alone and marked on the maps with a square. Such marks as were clearly in wrong position or which through lapse of time had ceased to have any meaning and were misleading, were removed to positions where they would at least be boundary marks and their new positions were indicated by a square in the maps. The removal of such stones was not done in a haphazard fashion. A separate proceeding was drawn up regarding each stone so moved.

In addition to the placing of stones *simul* or *jika* trees were planted 10 feet to the magnetic north of each such mark. It is however utopian to expect that many of these trees will be permanent marks.

In terms of their leases jotedars are required to make and maintain such boundary marks as the Deputy Commissioner may prescribe. A great many jotedars voluntarily raised high earthen walls round their outer boundaries on the completion of the cadastral survey, which, with the deep ditches from which the earth was dug, made exceedingly good and conspicuous boundaries, corresponding as they did to the heavy-line boundaries of jotes shown in the maps. It was decided by the Board that no permanent marks in addition to those above described would be necessary in the Western Duars if this system of raising earthen walls or mounds were carried throughout the tract, the jotedars themselves doing the work. In his No. 2670G. of 29th January 1912, the Deputy Commissioner wrote to me as follows :—" I have the honour to request you to call on jotedars to demarcate their jotes on the lines indicated in paragraph 2 of the Director of Land Records' No. 1023—1035'1', dated 11th July 1910. I delegate to you my powers under the terms of the lease." The lines indicated by the Director of Land Records were those of paragraph 9 of section VI of the Arable Waste Land rules. In pursuance of this decision I issued vernacular notices to all jotedars calling on them to raise waisthigh mounds of earth at the corners of their jotes. The jamabandi officers inspected the work and insisted on its completion in the rare cases where the jotedars neglected to comply with the order. Insistence was seldom necessary as the majority of the jotedars were anxious to ascertain and demarcate their true boundaries.

In the permanently-settled area triangular stones were embedded at all trijunction points of villages. In addition to this, "jewab" marks, intended to preserve a sufficiency of traverse stations for future references, were embedded at 3-mile intervals throughout the area. These marks consisted of large concrete blocks, oblong with octagonal heads, in sets of three placed on consecutive traverse stations at selected points. A special kanungo was deputed for this work, and all such marks were incorporated in the maps. The cost of this work, together with the costs of future upkeep, was included in the recovery proposals. It was proposed to place permanent marks along the district boundaries, but this was not sanctioned.

(2) Cess Re-valuation.

51. The Cess Act X of 1871 was extended to Jalpaiguri from 1st November 1874. A general valuation of the district was made in 1875-76 resulting in a total road cess of Rs. 33,691.

Act II (B.C.) of 1877 was introduced by a notification, dated 6th June 1877, and public works cess to the amount of Rs. 33,691 was combined with the road cess with effect from 28th June 1877, the total demand thus becoming Rs. 67,382.

Revaluations were subsequently made as follows :—

	Rs.	
In 1881-82 resulting in an increase of	16,374	in the demand.
In 1888-89 " " " "	9,385	" "
1894-95 (non-regulation " area)	18,439	" "
resulting in an increase of		
1895-96 (regulation area) resulting		
in an increase of ...		
1901-02 resulting in an increase of	16,641	" "
The actual cess demand prior to the		
present revaluation was ...	1,24,972	from ordinary cultivation.
and ...	43,307	from tea-gardens.
Total ...	1,68,279	

The revaluation which I am about to describe has increased the demand as follows :—

	Rs.
New demand from ordinary cultivation ...	1,83,098
from tea-gardens ...	55,000
Total ...	2,38,103

52. The question of making the present cess revaluation was first mooted in the beginning of 1910, and after discussion the Deputy Commissioner and the Director of Land Records agreed that a revaluation should be made while the settlement operations were going on, and that the Settlement Officer ought to make it. In July of the same year the Board made similar proposals to Government with regard to Faridpur district, adding that if the proposals commended themselves to the Lieutenant-Governor similar steps would be taken in Jalpaiguri and Mymensingh where settlements were in progress, and in Dacca and Rajshahi where settlements were impending. Government approved the Board's proposal without delay, and in September 1910, the Director of Land Records raised the question of moving Government for the early issue in respect of Jalpaiguri district of an amended notification under the Bengal Tenancy Act to legalize the entry of cess in the record-of-rights. The Commissioner and the Deputy Commissioner were then consulted, and they agreed to the proposal that the Settlement Officer should make a cess revaluation. The proposal was sanctioned by the Board in their No. 34 C.R. of 12th December 1910, following Government order No. 8972 of 30th November 1910. Notification No. 8918 M. of 28th November 1910, invested the Settlement Officer with the powers of a Collector under Chapters II, IV and VII of Act IX of 1880 for the purpose of making revaluations of estates and tenures. The principles to be followed in making the revaluation were then discussed at considerable length, and the first draft of the rules of business was prepared by the Settlement Officer and submitted to the Commissioner in May 1911.

53. Several important points arose in the course of the discussions to which I will make specific reference, as they may arise again at the next revaluation.

(1) In the body of an inspection note on the Malda Collectorate, dated 1st July 1910, the Commissioner, Mr. Monahan, recorded the following opinion on the cess valuation of jotedars :—

Revaluation.

Looking into the record of one of the cases, I find that a jotedar paying a rent of Rs. 32 was called upon to furnish a return. This return showed that the area of his holding was 27 bighas of which 5 bighas were let in *adhi*, and 22 bighas he cultivated himself. The average value of the *adhi* rent of the 5 bighas sublet was returned as Rs. 14-8, which was accepted. The remaining 22 bighas have been valued, on the basis of the valuation of the portion sublet, at something over Rs. 60. This method of valuation of the portion which the jotedar cultivates himself is, I think, wrong. As regards that portion the jotedar is a cultivating raiyat, and the annual value thereof is the rent which he pays for it. Land sublet in *adhi* is correctly valued on the basis of the *adhi* rent. • • •

This opinion went to the Board of Revenue, Eastern Bengal and Assam and the following order thereon was issued to the Commissioner :—

No. 1456 T. & I.—T., dated Shillong, the 29th September 1910.

From—J. T. RANKIN, ESQ., I.C.S., Secretary to the Board of Revenue, Eastern Bengal and Assam,

To—The Commissioner of the Rajshahi Division.

IN continuation of this office Memorandum No. 1259 T. and I.—T., dated the 18th September 1910, I am directed to invite a reference to the revaluation section of the note of inspection made by the Hon'ble Mr. Monahan, on the 27th and 28th June and the 1st July, of the Malda Collectorate, and to say that in the opinion of the Board Mr. Monahan is correct in his supposition that the present method, followed in the district, of valuing raiyats' holdings when a portion is sublet is wrong. I am to add that the method of assessment which Mr. Monahan advocates has been adopted elsewhere and to request that you will be so good as to take the action necessary to secure that his interpretation of the Act is followed in Malda.

These orders of the Board were interpreted as follows :—A cultivator, who has retained part of his land in his own cultivating possession and has given out part of it to cash-paying tenants or to adhiars, shall be treated as a cultivating raiyat in respect of the portion he has retained provided that the rent he pays therefor does not exceed Rs. 100.

This interpretation however was not left unchallenged as it did not seem to accord with the previous orders of the Board of Revenue, Bengal. The question was finally settled by letter No. 709 A. of 24th April 1912, from the Board of Revenue to the Commissioner :—

With reference to your letter No. 1825 M., dated the 27th December 1911, submitting draft rules of business framed by the Settlement Officer, Jalpaiguri, for conducting the cess revaluation work of that district, I am directed to convey the following observations and orders of the Board.

2. The question for decision is whether a cultivating raiyat who pays less than Rs. 100 rent and who sublets part of his holding should for cess purposes be treated as a tenure-holder or partly as a tenure-holder and partly as a cultivating raiyat. The draft rules apparently contemplate that the raiyat should be treated as a tenure-holder for the portion of the holding sublet and as a cultivating raiyat for the remaining portion which he himself cultivates. I am to point out that this question was settled for all Bengal in 1903 (*i.e.*, before the partition) when Mr. Hare (now Sir Lancelot Hare) was Member in charge of the Board, and is embodied in the note to section 24 of the Cess Act, 1880, on page 9 of the Cess Manual of 1910, corresponding to page 11 of that Manual of 1911. The note referred to runs as follows :—

“A raiyat is to be treated as tenure-holder for cess purposes when he sublets part of his holding, however small, and the real raiyats under him will be entered in the return of raiyats.”

As regards the rent the note further lays down that wholly exceptional and very temporary subletting cannot always be made the basis of a revaluation, if they are for excessive rents, out of proportion to the usual rents of the land.

3. In the present case the Board sees no ground to depart from the above ruling of which the effect is that a tenant who sublets part of his holding is to be treated as a tenure-holder for the whole of it, including the portion reserved under his own cultivation, and that he cannot be treated for cess purposes as a tenure-holder for the sublet lands and as a cultivating raiyat for the reserved lands, when the whole of the land is held by him in one tenancy. The Director of Land Records is being asked to have the draft rules amended accordingly and submit them through you for the final approval of the Board. In the meantime cess revaluation work in the district of Jalpaiguri should proceed on the basis of the orders now passed.

This was followed by letter No. 1047 A. of 25th May 1912, in which the Board set forth the correct interpretation to be placed on letter No. 1456 T. & I.—T. of 29th September 1910 :—

It seems clear to Mr. Macpherson that Eastern Bengal and Assam Board's letter No. 1456 T. & I.—T., dated the 29th September 1910, cited by you should not be interpreted as signifying that a jotedar who sublets a portion of his holdings should not be treated as a tenure-holder under the Cess Act. Having regard to your remarks in the Malda inspection note to which that letter referred and to the practice already approved in Bakarganj and Faridpur (the districts apparently referred to by the Eastern Bengal and Assam Board), Mr. Macpherson considers that what the Eastern Bengal and Assam Board condemned was the valuation of the portion which the jotedar retained for his own cultivation at the rate at which he sublet the rest to tenants paying rent in kind.

It cannot be said that a tenant who *regularly* sublets a portion of his holding is a person cultivating land within the meaning of the definition of a “cultivating raiyat” in the Cess Act, 1880. Consequently he must be treated as a tenure-holder and as the interest he holds in the land forms a single tenancy, he should be regarded as a tenure-holder in respect of the whole of it. This is the principle which must have been followed throughout Bengal as constituted after the partition, following the Board's instruction embodied as a note to section 24 of the Act, and it has also been followed in East Bengal in the recent revaluation made by the Settlement Department in Bakarganj and Faridpur.

(2) The valuation of the *nij-dakhal* lands of tenure-holders in the permanently-settled portions of the district gave rise to much discussion. The general principle enunciated by the Board was that for such portion of his holding as a tenure-holder retains in his own possession the annual value will be the rent which would be payable on a reasonable assessment by raiyats who might cultivate it.

To ascertain this in a practical manner an empirical table of average rents of each grade of tenant for the locality was prepared by me in each pargana. The *nij-dakhal* lands of all tenure-holders were valued as if they had been let out to tenants of the class in the table immediately below the tenure-holder under consideration. In the Western Duars where the rents payable by jotedars and chukanidars were being assessed on the basis of tables of rates no difficulty was felt.

(3) The position of *adhiars* in the eyes of the Cess Act was fully discussed. The fact that some *adhiars* were treated as tenants under the Tenancy Act rather complicated the discussion, but it was finally made clear that the Cess Act status of *adhiars* is entirely independent of their Tenancy Act status.

It will, I think, be sufficient if I quote the final orders of the Board on this point without giving extracts from the letters of those who took part in the discussion, interesting though they be. In their No. 2670 A. of 28th October 1912, to the address of the Commissioner, the Board gave its decision in these words :—

As regards the treatment of *adhiars* the Board has consulted the Legal Remembrancer who has expressed the opinion that the share of the produce paid by a "dependant" *adhiar* to the superior tenant or jotedar is rent and that he is the "cultivating raiyat" of the land within the meaning of the Cess Act, and as regards him, the jotedar is a tenure-holder. In other words both "dependant" and "independent" *adhiars* are alike "cultivating raiyats" for the purposes of the Cess Act. Mr. Macpherson does not in the present reference desire to consider the question raised by you as to whether any class of *adhiars* in Northern or Eastern Bengal is a "tenant" within the meaning of the Bengal Tenancy Act, and the Legal Remembrancer's opinion referred to above was obtained solely with reference to the Cess Act.

Adhiars were not assessed to cess, their produce-rent being considered to include cess. For the purpose of valuing their immediate superiors a uniform valuation of lands held by *adhiars* was adopted for the whole district. It was 1 anna of valuation for each cent of an acre of land, i.e., the value of the produce-rent was taken to be Rs. 6-4 per acre, a very moderate estimate indeed.

(4) With regard to the valuation of rent-free lands two important orders of the Board should be noted, namely :—

A. Letter No. 688 C., dated 10th July 1911, to the address of the Director of Land Records.

The Board are of opinion that there should be no limit to the application of the revised rule 16 (1) at page 69 of the Cess Manual, under which the amalgamation of the rent-free lands with those of the estate or tenure to which they are attached should be the rule and direct assessment and collection should be the exception.

In view of this order no direct assessment was made in respect of rent-free lands.

B. Letter No. 1476 Cess—T., dated 23rd October 1911, to the address of the Secretary to the Government of Eastern Bengal and Assam.

I am directed to address Government on the subject of rules 15 and 16 (iv) (a), Section III at page 69 of the Cess Manual, 1900, by which petty revenue-free estates and rent-free tenures, the annual value of which is less than Rs. 5, are exempted from the assessment to cess. A careful examination of the correspondence which preceded the framing of the rules has proved that it was framed purely with a view to saving the Revaluation officers and the proprietors or tenure-holders the trouble of enquiring into the circumstances of such petty revenue-free estates and rent-free tenures under the idea that the sums which might be recoverable from them as cess would be so small that the trouble involved in its calculation and realisation would be largely wasted. No doubt there was force in this view under the old system of cess assessment; but circumstances have since completely changed. The districts of Eastern Bengal have been or are under survey and record-of-rights. In some the operations have been completed, in some they are in progress and in the rest they will be undertaken in the near future. The Settlement Officers with the mass of material before them will find no difficulty in valuing even the smallest estate or tenures, and as it has already been decided that the tenures (which are far the most numerous) are to be for the purpose of payment of cess amalgamated with the superior interest from which they originated, the zemindar will merely have to collect them together with other petty items on his rent-roll.

3. The Board think, therefore, that the time has come when the petty revenue-free estates or rent-free tenures, the annual value of which is less than Rs. 5, which were hitherto exempted from the assessment of cess simply on grounds of convenience, should be assessed to their quota of cess which, however, in the case of rent-free tenures will be collected through the zemindar and not direct. The Board fully realise the labour which the latter method would entail on the Collector.

This proposal of the Board was accepted by Government in their No. 6973-N., dated 24th November 1911.

54. The making of cess valuations by the Settlement officers on the basis of a record-of-rights was not contemplated by the Cess Act, so that the evolution of rules of business and the determination of procedure took considerable discussion over and above the discussions above referred to. Numerous drafts were prepared and criticised before the Board finally accepted and issued a set of rules on 28th October 1912. I give below the rules then approved omitting only those which prescribe forms and registers :—

1. "For purposes of the Cess Act, "cultivating raiyat" means a person cultivating land and paying rent therefor not exceeding one hundred rupees per annum, and "holding" means "the land held by a cultivating raiyat."

"Estate" means the land included in one entry in the Land Registration registers or land other than the holding of a cultivating raiyat of which the rent may be payable directly to the Collector, "tenure" includes every other interest in land, save and except an estate and a holding as above.

2. The cess payable by "cultivating raiyats" will be calculated at half an anna in the rupee upon their rent; the cess payable by holders of an estate or tenure at one anna in the rupee upon the annual value of their lands with a deduction of half an anna in the rupee upon their revenue or rent.

3. The rent of raiyats such as *adhirs*, who pay rent in kind, includes by local custom all payments on account of cess.

4. Tenants who cultivate all their lands but pay more than rupees one hundred as rent will be assessed as tenure-holders.

5. Tenants who cultivate none of their lands though they have sublet none on regular lease will be assessed as tenure-holders.

6. Tenants who cultivate some of their lands and sublet the rest will be assessed as tenure-holders.

7. Tenants who pay no rent (excepting those coming under rule 15A, section III, page 69 of the Cess Manual, 1900) will be assessed as holders of rent-free lands within the meaning of Chapter IV of the Cess Act.

8. The annual value of lands held or cultivated by *adhirs* will be taken at Rs. 6-4 per acre or one anna per cent. of land.

9. The cess payable by holders of an estate or tenure will be ascertained as follows :—

(a) The cash rents payable to the holder by cultivating raiyats.

(b) The annual value of all lands under rule 8.

(c) The annual value of the tenures of all subordinate tenure-holders and of all tenants who under rules 4, 5 and 6 will be assessed as tenure-holders.

(d) The annual value of all lands reserved (*i.e.*, not sublet) calculated as the fair letting-value of such lands in the village as ascertained by the Settlement Officer.

(e) The annual value of lands held by subordinate tenants of any degree without payment of rent.

The cess of the estate or tenure will be calculated at one anna in the rupee on the annual value of (a), (b), (c) and (d) and at half-an-anna in the rupee upon the annual value of (e) less half-an-anna in the rupee upon the rent of the tenure or the revenue of the estate."

NOTE.—In determining the net valuation of a parcel of land on which the cess is to be calculated, the annual value of any *jalkar* rights and of municipal land should be deducted (*vide* section 2 of the Cess Act, 1880, and rule 2, section III, page 77 of the Cess Manual, 1900).

NOTE 2.—In noting the revenue or rent on which deduction under section 41 is allowable, the proportionate amount of revenue or rent which should be deducted on account of portions of estates or tenures being situated within the limits of municipalities or of recognized *jalkar* rights or of land partly diluviated, should be carefully calculated (rule 37, page 77 of the Cess Manual, 1900).

10. "Special notices under sections 16 and 17 of the Cess Act will be served in that portion of the permanently settled area which has already been draft published.

To tenure-holders and to the tenants described in rules 4, 5, 6 and 7 in the temporarily-settled area, valuation slips will be handed, when their fair rent is determined under section 104, Bengal Tenancy Act, and the procedure prescribed by rule 55 of the Eastern Bengal and Assam rules under the Bengal Tenancy Act will be followed.

In that portion of the permanently-settled area, which is under draft publication, the procedure prescribed in rule 55 of the aforesaid rules under the Bengal Tenancy Act will be followed."

The procedure followed in making this revaluation was not quite the same in the Western Duars as in the permanently-settled area. In the latter the various steps were—

- (1) Issue of proclamation under section 14.
- (2) Issue of notices under sections 16 and 17 to proprietors and tenure-holders paying more than Rs. 100, and to rent-free tenure-holders receiving more than Rs. 100.

To these notices was added a postscript in the vernacular to the following effect :—

"If you are willing that the settlement record as prepared in draft and revised under section 103 A shall be treated as your return, please sign the accompanying form of receipt."

This form of receipt was as follows :—

Receipt.

Name and description of interest_____

I have duly received a notice under sections 16 and 17 of the Cess Act. I am willing that the settlement record as prepared in draft and revised under section 103A shall be treated as my return. In giving this I leave myself free to take legal steps in future, if so advised, for the revision of the said settlement record.

(3) Preparation of valuation statements followed by preparation and publication of valuation rolls under sections 34 and 35.

55. In the Western Duars the fact that *jamabandi* work was going on *paripassu* with cess valuation necessitated a different procedure. It was as follows :—

- (1) Issue of proclamation under section 14.
- (2) Calculation of cess on the basis of the new rents calculated on the sanctioned new rates.
- (3) Preparation of provisional rent, valuation and cess slips.
- (4) Presentation by the Deputy Commissioner of an objection under section 103A, Bengal Tenancy Act, read with rule 17(2) of Revised Eastern Bengal and Assam Government Rules under the Tenancy Act
- (5) Distribution of the rent valuation and cess slips and issue of special notices under sections 16 and 17 of the Cess Act.
- (6) Publication of the proposed new cess (with the draft rent-roll under section 104E, Bengal Tenancy Act).
- (7) (After confirmation of the rent-roll) preparation of the final khatians with new rent and new cess entered therein.
- (8) Distribution of copies of the new khatians (Section 35, Cess Act).

56. The procedure indicated in rule 57 (e) above quoted was used both in Baikunthapur and some parts of the Western Duars where the record-of-rights had been draft published prior to the calculation of the new cess. The order passed on the Deputy Commissioner's objection under section 103A directed the incorporation of the new cess in the record-of-rights. In the rest of the district the draft record contained the new cess.

57. The proclamations under section 14 were issued on 1st February 1912. No returns were filed. In 2,123 cases notices under section 16 were issued and 1,129 returns were received. In 687 cases the persons served with notices signified their willingness to accept valuation on the basis of the settlement records. No fine was imposed under section 18.

In cases where it was intimated that the record-of-rights should be taken as the return on which valuation should be made, the valuation was made on the basis of the record-of-rights whether other returns were filed or not. In other cases returns were checked with the record and then used as the basis of valuation. Where no returns were filed by persons served with notices under section 16 valuation was made under section 21 on the basis of the record. In case, where no notices were issued under section 16

the tenancies were valued summarily under section 27(b) and section 28 at rates per acre worked out on the basis of the record.

The Baikunthapur forest was valued under Part I, Chapter V, of the Cess Act, the valuation being annual. The valuation for 1914-15 was Rs. 42,813-10-10.

The tea gardens of the Western Duars were valued by the Deputy Commissioner by virtue of Notification No. 7350 (Rev.) of 4th August 1914. They presented no difficulty.

The publication of the valuation rolls of Baikunthapur pargana was complete in May 1913; those of Bola and Patgram in September 1914. In the Western Duars, where publication of the valuation rolls involved the distribution of the new khatians, this duty was assigned to the District staff after the completion of the settlement, and it was intended that it should be done at the time of giving out the new leases.

58. The results of the re-valuation were as follows :—

Permanently-settled area.—439 estates and 49,579 cess-tenures were valued.

The 439 estates comprised—

122 revenue-paying estates (a separate account in an estate being counted as a separate estate).

212 revenue-free estates.

105 revenue-free Railway "B" class lands, as against—

108 revenue-paying, and

169 revenue-free estates in the rolls of the last valuation.

The new cess in the permanently-settled area is Rs. 1,06,413.

Western Duars.—Five Government estates and one revenue-free estate No. 71B (Lakhiraj Upendra Nath Duardar) were valued. The new cess is Rs. 69,802 excluding tea gardens.

The total new cess for the district including everything is Rs. 2,38,103.

The new cess came into force in Baikunthapur from the beginning of the financial year 1914-15. In the remainder of the permanently-settled area from the beginning of the financial year 1915-16. In the Western Duars (arable lands) from the beginning of financial year 1914-15. In the tea gardens from the beginning of 1915-16.

The cost of the cess revaluation of the district (excluding expenses incurred by the Deputy Commissioner in valuing the tea-gardens) was Rs. 21,818.

(3) Jamabandi in the Western Duars.

59. A brief account of the manner in which this important branch of the work was carried out will be of interest to the officers to whom the next settlement of rents in the Duars will be entrusted.

In the chapter dealing with the assessment will be found a full description of the rates and how they were arrived at, as also of the principles observed in applying the rates to particular cases. I shall here deal only with the procedure followed and the methods of working employed by the jamabandi officers in the field.

The procedure adopted was that which is laid down in sections 104B to 104G of the Tenancy Act. The first step was the publication of the Table of Rates under section 104B(2). This was done in a very thorough manner by Mr. Hollow alone in block A, and by Messrs. Harris and Hollow in the remaining blocks. Both these officers possess great fluency in the vernacular and were specially chosen for the work on account of their painstaking devotion to duty and because they had in the course of the previous operations won the confidence of the people to an unusual degree. I frequently inspected their work and was highly pleased with the very thorough manner in which they did it. There was a total absence of red-tape and formality in their dealings with the tenants, the rates and their application to individual cases being freely discussed, all information sought for being fully and ungrudgingly given. No tenant was left in any doubt as to

the exact nature of the proposals to the smallest detail. Slips showing the classification of each man's land, the rates of assessment, the new rents, the new cess valuation and the new cess were prepared in vernacular and distributed; in cases where no local enquiry was necessary and no objection lodged, this was done at the time of publishing the Table of Rates. Before this publication was undertaken the effects of the assessment in each case were scrutinised by me, and all cases of an abnormal kind were earmarked for local enquiry. These related chiefly to the following classes of cases :—

- (1) Striking discrepancies in area between Mr. Sunder's figures and those of this settlement.
- (2) Striking changes in the classification of land.
- (3) Striking changes in the area shown as cultivated.
- (4) Cases where the effect of the new rates was a reduction of rent.

At the same time all objections put forward by tenants on which a local enquiry could be expected to throw any light were enquired into on the spot. All formal objections to the Table of Rates were regularly decided by the *Jamabandi* Officers and sent to me for confirmation of the orders. Orders were passed by me on all such objections, and reported to the Director of Land Records when the proceedings relating to the publication of the Table of Rates were submitted for confirmation.

The Table of Rates having been duly confirmed and the local enquiries completed, the Settlement rent-roll was drafted. A clear idea of the principles observed in doing so will be given by quoting extracts from my "Rules for Jamabandi Officers." :—

Rules for Jamabandi Officers.

60. (1) The officer deputed to *Jamabandi* work will be carrying out the provisions of sections 104 C.—104 E., inclusive.

(2) Mr. Harris and Mr. Hollow are under Government rule 44 (c) authorised to prepare and draft publish the settlement rent-roll, but are not hereby authorised to dispose of objections under section 104 E. All such objections must be forwarded to the Settlement Officer who will either dispose of them himself or by special order under Government rule 44 (d) authorise some other officer to do so. In the following rules, the two officers mentioned above and no others will be described as "The Revenue Officer."

(3) The first duty of the Revenue Officer is to issue a notice in the prescribed form to all the tenants of each village naming a date, not less than one week after the date of publication of the notice, on which he will begin the preparation of the settlement rent-roll. These notices should not be all issued at once, but from time to time as his work progresses, and he can make a definite programme. If any tenant is absent when the rent-roll is being prepared, no entry which would have the effect of altering his rent shall be made unless a special notice to attend has been served upon him. If such a notice has been served and he still fails to attend, the rent calculated on the basis of the Table of Rates will be entered against his name in the rent-roll.

(4) In all other cases the Revenue Officer must have each tenant before him when he fills up the rent-roll. He will give each tenant the Bengali rent slip prepared in office, if that has not been previously given ; he will read out to each tenant the entries on the front page of his *khatian* and tell him what area of land of each class is recorded in his name. He will then enter in his own hand in the remarks column of the *khatian* in red ink the new rent, and in the cess column the new cess. In every case he will preface the entry of the new rent with the words “ ”! He will then enter the tenant and his new rent and new cess in the rent-roll.

(5) When the rent-roll of a taluk is complete it will be draft published. This process consists of making a proclamation and recording a proceeding in the order sheet to the effect that the rent-roll will be open to inspection at the camp of the Revenue Officer for the period of one month; the proclamation and proceeding must specify the latest date on which objections under section 104E will be received, i.e., the date on which the month of draft publication will end.

(6) There is no prescribed form for objections under 104E, nor do they require a stamp.

(7) While preparing the rent-roll and prior to draft publication the Revenue Officer will hear and dispose of all objections, verbal or written. In the case of written objections an order should be passed on the petition of objection and the same should be filed for reference in case the same objection is again raised under section 104E or at a subsequent stage. In his order on such objections the Revenue Officer should be careful to record his reasons for the order he passes and to state whether he held local enquiry or not. Failure to state reasons fully will often lead to unnecessary enquiries at a later stage.

(8) A few Taluks have been reserved for special treatment. The Settlement Officer will himself pass orders on the assessment of those Taluks after local enquiry.

(9) In cases where the rent calculated on the basis of the Table of Rates is less than the rent hitherto paid by the tenant, the Revenue Officer will compare the area now found in the tenant's possession, and assessed, with the area previously settled with him. Where it appears that land has been lost by diluvion or otherwise, or has been so destroyed by fluvial action as to be now classed in a lower class than formerly, the rent will be reduced to that now calculated under the Table of Rates. If however the only cause of difference is a change in classification unaccompanied by any demonstrable deterioration of the soil, the existing rent will be retained as fair and entered in the rent-roll.

(10) Enhancements of over 33 per cent. shall be all scrutinised to see that they are fair and equitable. If the Revenue Officer has any doubt, or if any reasonable grounds are adduced by the tenant for reducing such enhancements, the matter will be referred to the Settlement Officer. When so satisfied or on receipt of the Settlement Officer's orders, the Revenue Officer shall record in the *khatian* and rent-roll the stages of progression of the enhancements, according to the rules approved by Government in this behalf, which are incorporated hereinbelow.

* * * * *

(11) Each Revenue Officer will have one Peshkar, one Badar Amin, one Mohurir and four peons. The final *juch* of the records will proceed concurrently with the preparation of the Settlement rent-roll. The Revenue Officer is personally responsible that the *khatians* when they leave his hands are complete and ready in all respects for final copying. He will make the Peshkar responsible for the *prima facie* correctness of all entries on the face of the *khatian*, for the taming of all orders on disputes or petitions that have been passed at any stage of the Settlement operations, and for the tallying of areas and details concerning plots between the *Khasra* and the *Khatian*. As the records are made up in *jote* bundles this task will not be difficult. The Revenue Officer must clearly understand that his signature on the *khatian* means that he is satisfied that the new rent and cess have been correctly calculated and entered, and that as far as checking can do it all the entries in the *khatians* are correct. He must therefore scrutinise an initial all and carefully check a proportion of the entries.

(12) It will be best if the Revenue officer devotes say four days a week to making entries in the rent-roll, and three days to local enquiries. The outturn aimed at should be not less than 100 rents a day on the four rent-roll days. On many days this will of course be easily exceeded. At this minimum rate of working, an outturn of not less than 1,500 rents a month by each Revenue Officer will result; allowing some time for special taluks and periods of excessive enquiries into objections the rent-roll in the last taluks should be ready for draft publication in three months.

* * * * *

(15) The Revenue Officer will make local enquiries both on his own initiative and in pursuance of objections where an enquiry seems desirable. The Badar Amin will accompany him with his instruments. The Revenue Officer is responsible for the accuracy and neatness of all changes made in the maps.

(16) Copies of *khatians* will not be given from the *Jamabandi* camps, except on the order of the Settlement Officer. Copying fees will be charged in all cases where copies are allowed, unless the Revenue Officer is satisfied that either no *parcha* was ever given to the applicant or that the *parcha* given was incorrect in material points. Applications for copies will be forwarded to the Settlement Officer for sanction with a note on the face of the application stating whether the case is one where no copying fee should be levied, and also giving the number of plots in the *khatian* that is to be copied. The Settlement Officer's sanctioning order will mention the fee to be recovered. The Revenue Officer will keep a cash register for miscellaneous receipt of this kind and will forward the money received with his accounts to the Settlement Officer along with his monthly diary and return.

(17) The rent-roll of each taluk must be prepared at a place either within or adjacent to the boundary of such taluk. In large taluks the Revenue Officer must endeavour to fix more than one centre so that his camp will be close at hand and readily accessible to all tenants at the time of settling their rents."

61. With regard to these rules the following points may be mentioned :—

With regard to rule 2, I should add that all objections under section 104E, were decided by me personally after local enquiry wherever necessary. Out of 4,973 objections filed 23 were allowed.

In the second and third blocks of the Duars, i.e., Falakata and Alipur Tehsils the development of the land was going on so rapidly during the currency of the settlement that the maps and the classification of fields made at the time of survey and *khanapuri* were largely out of date by the time of *Jamabandi*. My proposal to do a re-bujharat of those localities where I had found the most marked development was sanctioned, and both the maps and the record were brought up to date. The results amply paid for the time and labour expended in this work, large areas classed as waste at *Khanapuri* being thus assessed to revenue as cultivated land.

The principles laid down in the rules above quoted were carefully adhered to by the *Jamabandi* Officers, and it may be claimed for the assessment that it is thoroughly understood by every tenant in detail.

(4) Apportionment and recovery of costs.

62. During 1912 a statistical section was employed in collecting figures as a basis for proposals regarding apportionment. The rules and orders sanctioned for Bakarganj district had been carefully considered in the hope that they might serve as a model. This idea, however, was found to be impracticable owing to the difference in local conditions and the system of land holding.

The permanently-settled area in Jalpaiguri from which recovery was made comprises approximately 930 square miles, including 80 square miles of forest in the Baikunthapur Estate. Statistics were compiled for 600 square miles on which apportionment proposals for the whole area were based. The salient points of these proposals were as follows (I quote from my note of 24th January 1913):—

"The permanently-settled portion of Jalpaiguri, i.e., that portion of the district in which no settlement of land revenue is being made by this party, comprises an area of 930 square miles divided into 82 revenue-paying and 230 revenue-free estates.

Nearly all these estates are of insignificant size. The estate of the Raikat of Baikunthapur and of the Maharaja of Cooch Behar account for nearly the whole area. With the exception of the Baikunthapur Jungle Mahal, covering 80 square miles, practically the whole tract is under cultivation.

The cost of the settlement operations in the whole district has been estimated at Rs. 19,07,000. Of this total Rs. 7,60,000 is the apportioned cost of work in the permanently-settled area.

The amount recoverable from landlords and tenants is Rs. 5,70,000, including a sum of Rs. 4,500 for erection and maintenance of boundary marks.

As a basis for distributing the costs I have collected figures for 604 square miles. The total cash rents of the Raiyats in this area is Rs. 6,41,956.

To this must be added a valuation for half the crop of *Adhiars* recorded as Raiyats.

Area so held, acres 11,545, which we may value in the same way as it was done in preparing the cess valuation roll, at Rs. 6-4-0 per acre giving a total of Rs. 72,156.

The total income derived from Raiyats by tenure holders and proprietors for the area under review is thus Rs. 7,14,112.

This gives for the 850 square miles of rentable lands included in the whole area a total of Rs. 10,04,959.

The Government revenue payable by all the revenue-paying estates amounts to Rs. 1,36,747.

The profits of proprietors and tenure-holders from land held by Raiyats is thus Rs. 8,68,212.

It now remains to consider the land not held by Raiyats.

In the test area of 604 square miles we find 58,331 acres held in *nij-dakhal* by proprietors and tenure-holders of which approximately 10,000 acres are sublet to dependent *Adhiars*.

For the whole area of 850 square miles the *nij-dakhal* of proprietors and tenure-holders may be taken as approximately 82,088 acres of which *Adhiars* cultivate 14,073 acres.

This area of 14,073 acres should be valued at the same rates as the lands held by independent *Adhiars*, namely, Rs. 6-4-0 per acre, giving a total valuation of Rs. 87,956.

For the remaining *nij-dakhal* lands, I proposed to take the empirical letting values employed in cess calculation as the criterion of the profits derived from them. These values were as follows:—

<i>Nij-dakhal</i> of Proprietors		(a) Baikunthapur	...	10 cents of land = 1 anna.
		Pargana		
Ditto	of ditto	(b) Boda, Patgram	...	6 ditto = 1 „
		and Kajirhat		
Ditto	of Jotdars	...	...	4 ditto = 1 „
Ditto	of Chaukidars	...	...	3 ditto = 1 „

As Chaukidars are comparatively few, I shall neglect them for the purposes of this report. In practice their existence will give a slight margin on the side of Government, as they will be assessed in due course and recovery will be made from them.

The *nij-dakhal* of Proprietors is approximately 80,000 acres of which 71,000 (including 51,200 of forest block) falls in Baikunthapur and 9,000 in the other Parganas.

At the proposed rates this land will be valued at—

Rs.			
44,375	...	...	Baikunthapur.
9,375	...	...	Other estates.
<hr/>			
Total	...	53,750	
<hr/>			

within this area about 340 acres, cultivated by dependent *Adhiars* whose lands have been already valued, should be excluded, thus giving a nett total of Rs. 53,420 under this head.

There remains the 53,288 acres of tenure-holders' *nij-dakhal*, which I propose to treat for purposes of estimate as if it were entirely jotdars' *nij-dakhal*.

From this should be deducted the area held by dependent *Adhiars*, which has been separately valued.

Nett total 39,555 acres at 4 cents = 1 anna, value Rs. 61,805.

I shall now bring together these results into a compact statement of the assets from which I propose to make recovery.

				Rs.
Rents paid by Raiyats ...	...	...	...	10,00,000
Profits of Tenure-holders and Proprietors—				
(1) from Raiyats rents	...	...	...	8,68,212
(2) from <i>Adhiars</i> ...	...	...	...	87,956
(3) in khas possession	...	...	...	1,15,225
		Total	...	10,71,393
In round figures ...	...	...	...	10,50,000
The sum to be recovered is	...	...	...	5,70,000

I now proceed to consider the question of how this recovery is to be distributed.

The basic principle I propose to follow is that recovery should be apportioned to benefit received, and not to ability to pay, which may be a sound basis of taxation, but operates unfairly in the recovery of settlement costs.

Undoubtedly the people who have benefited most are those who have succeeded in establishing their right to hold *mukarrari*. In almost every case section 50(2) of the Bengal Tenancy Act has been their only weapon.

The total rents of *mukarrari* Raiyats are Rs. 13,987.

The total profits of *mukarrari* Tenure-holder exceed Rs. 1,00,000.

Areas held by them ...	{ Raiyats ...	...	11,672 acres.
	{ Tenure-holders	...	49,406 "

Next in order of benefit comes the Baikunthapur Ward's Estate. The position of the Estate before the settlement was one of confusion and ignorance. There were no papers, there was no knowledge of the rights of the tenantry. The settlement will give the Estate a basis for revising its rent-roll and has already been of great assistance in defining the khas lands of the zemindar and enabling the manager to make settlements. A solid increase of income will be one of the immediate results of settlement. In 1906 the Deputy Commissioner on behalf of the Ward asked for the extension of settlement proceedings to the estate as early as possible, offering to pay the whole cost. This request was granted and it was decided that for the whole district and not merely for the Western Duars a record-of-rights should be prepared. This decision made it unnecessary for the Baikunthapur Estate to pay the whole cost, but when it is remembered that by taking up Baikunthapur Estate at once, at least a year's delay and consequently the loss of at least one year's enhancement in Western Duars have occurred, it is but fair to ask the Estate to pay for the acceleration of its work. On the other hand the Chaklajat Estates had been quite satisfactorily settled by operations which were concluded in 1899-1900, and no fresh record at this time would have been made but for the extension of these operations to Baikunthapur. I therefore propose to recover a larger share of the costs from the Baikunthapur Zemindar than from the Maharaja of Cooch Behar and the other small proprietors, without regarding the fact that the profits of the two big zemindaries, calculated on the principles of this note, are practically the same. With these exceptions the rest of the tenants may be lumped together in the matter of benefit received.

I shall now frame concrete proposals. The broad lines of distribution I adopt are that—

				Rs.
Proprietors should pay approximately	...	...	$\frac{1}{3}$	= 1,45,000
Tenure holders „ „ „	...	...	$\frac{1}{2}$	= 2,40,000
Raiyats „ „ „	...	...	$\frac{1}{3}$	1,85,000

In the case of Proprietors I shall base my calculations on acreage and shall graduate them in order of benefit received.

Rs.

Baikunthapur Estate 275,000 acres at 5 annas per acre ... 85,937

I may state that a lakh of rupees is lying in deposit in the Bank of Bengal to meet the costs, so no question of hardship arises in this case.

Chaklajat Estate area 238,000 acres at 3 annas per acre ... 44,625
Other small estates 82,000 „ at 3 „ „ „ ... 15,375

I propose to discriminate between Tenure-holders who have established a *mukarrari* right and others.

Mukarrari Tenure-holders.—Rupees 1,00,000 profit at eight annas in the rupee of profits with a minimum of Re. 1 per acre on the 49,000 acres they held ... 50,000
Other Tenure-holders at 5 annas per rupee of profits on profits aggregating Rs. 6,00,000 ... 1,87,500

with a minimum of 6 annas per acre on the 466,288 acres they hold.

I propose to discriminate between Raiyats who are—

- (1) *Mukarrari Raiyats*.
- (2) Produce-rent-paying Raiyats.
- (3) Ordinary cash-paying Raiyats.

thus *Mukarrari Raiyats* at 12 annas per Rupees on rents aggregating Rs. 14,000 ... 10,500

with a minimum 12 annas per acre on 12,000 acres they hold.

Independent Adhiars at 6 annas per acre on the 14,000 acres they held ... 5,250
Ordinary Raiyats at 3 annas per rupee of rent on rents aggregating Rs. 9,00,000 ... 1,68,750

With minimum of 6 annas per acre on the 4,48,197 acres they held.

Total Recovery ... 5,67,937

I do not propose to recover anything from Under-Raiyats and dependent *Adhiars*.

The apparent deficit will be more than made up by 3 factors :—

- (1) The omission of Chukanidars from this Estimate.
- (2) The minimum rates.
- (3) The existence of large tracts of cultivation within the area classed as “Baikanthapur Forest”. Such tracts will be treated not as forest but cultivated land for Recovery purposes.”

These proposals were not accepted in their entirety by Government. Apportionment order No. 1927 T.-R., of 31st July 1913, was as follows :—

“Under Section 114 of the Bengal Tenancy Act, 1885 (Act VIII of 1885), the Governor in Council has determined that in the district of Jalpaiguri the landlord's and tenants share of the cost of survey and record-of-rights, including the estimated cost of the maintenance of boundary marks during the period of 15 years next following, shall be apportioned and recovered in the manner specified below, in all tracts in respect of which a settlement of land revenue has not been or is not being made :—

1. *Proprietors*.—Proprietors of revenue paying and revenue-free estates alike shall pay at the rate of five annas in the rupee upon their profits.

2. *Tenure-holders*.—(a) Those who hold at rents or rates of rent fixed in perpetuity shall pay at the rate of eight annas in the rupee upon their profits.

(b) All other tenure-holders shall pay at the rate of five annas in the rupee upon their profits.

3. *Raiyats*.—Raiyats of all classes shall pay at the rate of six and a half annas per acre.

4. *Under-Raiyats*.—Under-Raiyats are exempted from payment of and share of the cost.

5. *Explanations*.—By profits in rules 1 and 2 is meant the gross “Mofussil Jama” less the “Sadar Jama”; and in estimating profits land which is not sublet, other than land used for a public purpose, shall be valued at its fair letting value and rent paid in kind shall be valued at its fair market price. The Settlement Officer shall determine the fair letting value and the fair market price in each case.

6. *Minimum charges*.—There shall be a minimum charge of 4 annas in respect of each tenancy, and broken parts of an anna shall always be charged as a full anna.
7. *Fractions of a rupee in totals of profits* shall be ignored.
8. *Fractions of an acre shall always be charged as a full acre.*"

The effects of this Notification and supplementary orders will be clear from a tabular statement.

		A. P.			
Proprietors (Revenue paying and Revenue free)		5	0	in the rupee upon their profits	
Tenure-holders (at fixed rent)	...	8	0	"	"
Tenure-holders (all others)	...	5	0	"	"
Raiyats (all classes)	...	6	6	per acre.	
Under-Raiyats	...	...	Nil.		

NOTE.—Profit — Gross Mufassal Jama — Sadar Jama, land not sublet (other than land used for a public purpose and rent paid in kind being valued at fair market price.

Valuation of lands not held by Raiyats.

		BAIKUNTHAPUR.		BODA, PATGRAM, &c.	
		cents.	anna	cents.	anna.
Proprietors' Nijdakhal	...	10	= 1	6	= 1
Jotedar's "	...	4	= 1	4	= 1
Chukanidar's "	...	3	= 1	2	= 1
Darchukanidar's "	...	2	= 1		
Others (including Adhiars)				Others	1 = 1

- (2) Fractions of a rupee in totals of profits shall be ignored.
- (3) Fractions of an acre shall always be charged as full acre.
- (4) Minimum charge—4 annas for each tenancy.
- (5) Broken parts of an anna shall always be charged as a full anna.

As the orders of Government differed in several important respects from the proposals, some delay intervened between the issue of the orders and the inception of recovery, a good deal of recalculation being required. The first camps began work in January 1914.

For a time recovery progressed quite satisfactorily but the Autumn of 1914 was a period of considerable agrarian distress in the district owing to the collapse of the jute market and to a failure of the rain-fall in August and September. These causes prejudicially affected recovery throughout the winter of 1914-15 and the spring of 1915. I submitted several reports to the Director of Land Records as well as to the Commissioner on the subject of agrarian conditions, and while I did not recommend in my report to the latter any intervention by Government in shape of loans or other relief measures, in my reports to the former, I advocated some relaxations of the ordinary recovery rules. The principal points, which were accepted by the Director of Land Records, were :—

- (1) In badly affected areas recovery would be postponed, save in the case of tenants who were able to pay without hardship.
- (2) Instalments would be accepted from all, save tenants known to be well off.
- (3) Short postponements were to be given wherever it seemed desirable to do so in the interests of leniency.

In view of these methods of working recovery could not keep pace with the programme, and when I vacated my office in October, 1915, I left large arrears to be collected. Meantime the apportionment of costs had been revised on the basis of actual expenditure and it was found that the true sum recoverable was Rs. 6,24,000. No fresh proposals were however submitted as it was clear that the principles of recovery already sanctioned would realise very approximately the revised demand. On a reference to Government on the point it was ordered that unless the actual sum recovered seemed likely to fall below 6 lakhs no fresh proposals would be necessary.

The amount recovered up to date is Rs. 6,21,299, and there is a small balance most of which will be realised by certificate procedure.

The results of the recovery work may be briefly stated :—

			Rs.
Settlement cost estimated in 1913	...	...	19,07,000.
Settlement cost (finally worked out)	...	...	18,96,992.
Estimated recoverable amount	...	...	6,24,000.
Actually recovered (to date)	...	...	6,21,299.

Maintenance of the record in the Western Duars.

63. In the latter part of 1914 this question came under the consideration of the Board. After local enquiry by the Hon'ble Member and discussion with local officials certain general principles were outlined and on the basis of those principles a definite proposal was submitted by me on 23rd March 1915 to the Director of Land Records and forwarded by him to the Board. I do not consider it necessary to reproduce that proposal in full, as in some respects it was not accepted and in others it was considerably modified in the course of the exhaustive discussions which intervened between its submission and the final proposals of the Board contained in their No. 3806 G.E. of 16th November 1917, on which Government order No. 604 of 16th January 1918, was passed.

It will not however be out of place to quote certain paragraphs from the original proposal in which the general principles are enunciated, for these have, I believe, been substantially accepted, and are in fact the basis of the final orders :—

Maintenance in Duars.

The question of maintenance has two aspects :—

- (1) For revenue purposes it is essential to have up-to-date lists of persons responsible for the payment of rent, and a correct statement of the rents payable; and for the purposes of general administration it is desirable to have up-to-date maps and as much information as possible about the lands shown thereon and the occupants thereof.
- (2) It is necessary to safeguard as far as possible the rights and enforce the obligations embodied in the record and in the leases issued by Government, and to prevent encroachments on lands reserved for public purposes.

2. The Settlement Officer makes over to the local officers the following papers :—

- (1) The record-of-rights which is not to be maintained, and can only be corrected as provided for in sections 108 and 108A of the Bengal Tenancy Act.
- (2) A number of bound copies of the record-of-rights for reference in courts, offices and tehsils.
- (3) A number of unbound copies of the record for sale to the public as certified copies, or for current use.
- (4) A Demand Statement abstracting those entries from the *khatians* which directly relate to the collection of rent. This has no validity where it disagrees with the record-of-rights, and as soon as the Tehsildar's Jama Wasil Baki has been written up, ceases to be of any value. It is not proposed to maintain it.
- (5) A number of complete sets of vandyked copies of the 16-inch cadastral maps.

• From these papers the tehsildars write up their Jama Wasil Baki ledgers; and they also form the basis of subsequent registers of mutations.

3. The first question to be settled is that of the exact scope of the work which can be undertaken. Clearly the Jama Wasil Baki must be kept

up-to-date in all particulars. To do this we must have an agency for making maps, classifying lands and working out assessment in the case of new settlement, for bringing to light all changes in the persons of those responsible for the rents to Government, and for measuring and reporting on all changes in area having any immediate effect on the amount of rent payable.

Alterations of every kind should in the first instance be made in working copies of the record-of-rights and maps and from these the Jama Wasil Baki, the *khatians* and the maps will be corrected. I shall discuss the various parts of the record in this connection :—

1. **Name of Khatian holder.**—This should be kept up to date only as regards the persons in whose names leases have been issued and such of their successors in interest as are responsible for the rent. For revenue purposes every jote is one and undivided and separate accounts are not allowed.

2. **Entries of rent and cess** payable, should be corrected whenever a change is made by the Deputy Commissioner's orders.

3. **Nature of lease held.**—In the event of a *jote* being relinquished or resumed and resettled an entirely new *khatian* would be prepared. In no other circumstances is a change in the nature of the lease possible during the currency of the present settlement.

4. **Particulars of plots.**—It is not practicable to maintain these. The expense would outweigh the advantage.

5. **Khatians of chukanidars.**—Can not I think, be kept up to date. To do so would involve keeping the cadastral up to date, and in any case there seems to be little advantage in attempting it as Government Revenue is not involved and the interests of chukanidars have been sufficiently safeguarded (1) by the grant of approved leases (2) by prescribing tables of rates for the calculation of their rents and (3) by clear directions contained in the Jotdar's leases.

6. **The maps.**—It is, I submit, impracticable to keep the maps up to date in the matter of plots within jotes, but it seems desirable and feasible to attempt the maintenance of inter-jote boundaries by inducing or compelling jotedars to erect boundary rails or mounds or to plant Jika or Simul trees. Very many Jotedars at the time of Jamabandi were anxious to have their correct boundaries pointed out to them, and it is my belief that if this were generally done the Jotdars would demarcate their own boundaries in a permanent manner voluntarily. The work of the maintenance staff would thus be reduced to a minimum in this respect. If the Deputy Commissioner in exercise of the powers vested in him by the leases, specified the nature of the boundary marks required, I anticipate no difficulty in effecting a permanent demarcation of all jotes. The value of this at next settlement would be immense.

The further maintenance of the maps should, I think, be confined to embodying.

(1) Alterations of areas which lead directly to alterations of revenue—as in the case of diluvion or the inclusion within *jotes* by permission of the Deputy Commissioner of adjoining scraps of land.

(2) Changes in Topography such as new roads, railways or buildings, important changes in the courses of rivers and the like.

(3) Orders of the Deputy Commissioner or of Government which affect the existing map, *e.g.*, new settlements, resumptions, new reserves, conversions of arable lands into tea lands and the like.

(4) Maintaining the *status quo* in respect of khas lands in general and reserves in particular, *e.g.*, by preventing encroachment and trespass.

(5) Preventing any action in contravention of the term of the leases granted by Government likely to affect the topography of the tract, *e.g.*, the prevention of unauthorised *Jampois*.

There is a third aspect of maintenance which, though subsidiary, should not be lost sight of in a temporarily settled tract. I refer to the reduction of expense of next General Settlement by keeping up to date as many parts of the record as it is practicable and economical to do. Thus the perpetuation of existing boundaries and preservation of all permanent marks will

obviate the necessity for anything more elaborate than an inexpensive revision of maps on the ground while the possession of *khatians* correct in the salient particulars would obviate the necessity for repeating the whole procedure of Chapter X.

5. In paragraph 588 of his report, Mr. Sunder expressed the opinion that as he had prepared maps showing fodder and fuel reserves the tahsildars would have no difficulty in ascertaining from time to time whether encroachments had taken place. The fact remains that such encroachments were never kept in effective check and many of the reserves left by Mr. Sunder have passed through trespass to settlement as arable land, with much bribery and corruption in the process.

Further on in paragraph 855 he alluded to the supply of stone mujmils to Tahsildars and again expressed the pious hope that maintenance is thus sufficiently provided for. In this case as in the other the Tahsil Agency has proved a failure.

During the currency of the last settlement no attempt was made to maintain the maps and records prepared by Mr. Sunder. New settlements were treated as separate entities, and the only systematic branch of this work attempted was the register of mutations. So long as rents were paid by persons who accepted receipts in the name of the original lessee of the *jote*, the Tahsildar had little chance, and less desire to unearth transfers. The enormous volume of mutation work which devolved on this settlement staff from the beginning showed that in this respect the tahsil books were not up to date. Although revenue had not suffered the costs of this settlement were higher than they would have been if we could have prepared accurate skeleton *khatians* from the tahsil books.

The reason for the failure of the tahsils in the matter of maintenance is indubitably the absence of any local agency through whom the Tahsildars could keep in touch with all parts of their charges. In commenting on my original proposals in this direction, Mr. Lees, who was for 4 years Deputy Commissioner here and knew the Duars thoroughly, wrote as follows :—

"The weakness of the present tahsil system in the Duars is that the whole tahsil staff is centralised at head-quarters and there is no local agency for keeping the tahsildars informed of changes necessary in the records or the other revenue matters of importance. I might add to this that the lack of a local agency keeping the tahsildars in touch with their *elakas* has also been felt in other than revenue matters, because many miscellaneous petty cases are sent to the Tahsildars for a note or for disposal, and in my experience not always with satisfactory results."

The foundation of my proposals is therefore the creation of a local agency, and I recommend that Patwaris and not Mondols be adopted. The people of these parts are largely a heterogeneous mixture of immigrants without local organisation. There are no villages or village communities. The taluk, as the Revenue Survey Mauza is called locally, is a large unit often many square miles in extent and subsidiary villages are practically unknown. In very few places can the Chaukidari Panchayats, if we except the collecting member only, be said to be more than the merest nominal functionaries. In addition to this the size of the local unions is much smaller than the area which I would propose to allot to each Patwari. It is therefore undesirable to hamper my proposals by attempting to work in my Patwaris with existing Chaukidari Unions. I shall, however, base my geographical units on territorial divisions, integral taluks going to a Patwari as far as possible, so that it will be easy to amalgamate this local agency with any future territorial re-arrangement of the Unions.

7. The Patwaris should be trained and supervised by Kanungos. Initially it would be advantageous to employ Kanungos, who worked in the Duars during this Settlement. The Kanungo would be directly subordinate to the Tehsildar who is in charge of the records to be maintained and must be in touch with and responsible for the work of maintenance. To this end it seems to me essential that Tehsildars should be picked from among the best Settlement Sub-Deputy Collectors. In many cases an entirely wrong stamp of man has been placed in charge of Tehsils with the result that in general the existing system has discredited itself."

64. The final proposals of the Board, contained in letter No. 3806 G.-E., 16th November 1917, were as follows :—

Letter No. 3806G.-E., dated Calcutta, the 16th November 1917, from D. H. Wares, Esq., I.C.S., Secretary, Board of Revenue, Bengal, to the Secretary to the Government of Bengal, Revenue Department.

I am directed to submit, for the consideration and orders of Government, the following proposals for the maintenance of the Khas Mahal copies of the Settlement records for the Western Duars in the district of Jalpaiguri.

2. In June 1915 the Director of Land Records submitted to the Board a scheme drawn by Mr. Milligan, late Settlement Officer, Jalpaiguri, for the maintenance of Khas Mahal records of the Duars. He reported that it had been disclosed during the last Settlement that the tahsil books were not kept up-to-date and that there were cases of trespass, thefts of timber, encroachment on grazing blocks, illicit irrigations and breaches of each and all of the terms of the leases which occurred during the currency of the expiring settlements and on which the tahsil staff did not take any action. This is attributed to the defect in the present tahsil system in the Duars that the whole tahsil staff is centralized at headquarters and that there is no local agency for keeping the tahsildars informed of the changes necessary in the records or other revenue matters of importance.

3. For revenue purposes it is essential to keep up-to-date lists of persons responsible for the payment of rent and a correct statement of the rents payable ; and for the purposes of general administration it is desirable to have up-to-date maps and as much information as possible about the lands shown thereon and the occupants thereof. It is also necessary to safeguard, as far as possible, the rights and enforce the obligations embodied in the record-of-rights and in the leases issued, and to prevent encroachments on lands reserved for public purposes. There is another advantage in maintaining the Settlement Record which, though subsidiary, should not be lost sight of in a temporarily settled tract. It is this, that the more up-to-date the record is kept, the easier and cheaper the next settlement is likely to be.

4. With these objects in view, Mr. Milligan sketched out a scheme in consultation with the Hon'ble Member of the Board, for the purpose of recording mutations in the names of jotedars, holding directly under Government, changes in rent and in the nature of leases as well as for showing changes in the map in order to record alluvion, diluvion, extension of cultivation, etc., and also changes in topographical features of importance. To do this he proposed to create a local agency consisting of 68 patwaris each in charge of a circle of about 13 square miles, who should be recruited locally and trained and then work under the supervision of 3 kanungos, one for each tahsil, directly subordinate to the tahsildars, who are Sub-Deputy Collectors. He proposed the pay of a patwari to be Rs. 12—15 and that of a Kanungo Rs. 150 per mensem. He recommended that it would be advisable to begin with one pargana in each tahsil. 22 patwaris being required for the three parganas.

5. Mr. Milligan thought it essential that each Kanungo and Tashildar should have an elephant. He estimated Rs. 15,000 for the purchase of five elephants and Rs. 1,000 for survey instruments. Besides this initial expenditure of Rs. 16,000, he estimated the following recurring expenditure :—

	Rs.			
For kanungos and patwaris	17,640
„ up-keep of elephants,	3,000
„ forms, stationery, menial staff	1,000
				<hr/>
Total	21,640
Say	22,000
				<hr/>

From this he deducted Rs. 4,000 on account of the reduction in the existing establishment which would be possible under the scheme. The total net increase of cost according to this scheme is therefore Rs. 18,000. The present cost is Rs. 28,000 (excluding the pay and allowance of the three

tahsildars) and the total future management and maintenance cost will therefore be Rs. 46,000. Mr. Milligan also suggested the construction of a number of inspection bungalows at a cost of Rs. 50,000.

6. The subject was discussed by the Hon'ble Member of the Board with the Commissioner and Deputy Commissioner at Jalpaiguri and the following conclusions among others were arrived at, viz.—

- (a) that the proposed scheme should be started only in Mainaguri tahsil as a whole, instead of in one pargana in each tahsil.
- (b) that the recurring extra cost should not exceed Rs. 6,000 i.e., one third of the extra expenditure estimated by Mr. Milligan.
- (c) that the pay of the Kanungo should be Rs. 60-120 per mensem with a local allowance of Rs. 25 per mensem.
- (d) that for the experimental stage one Sadar Deputy Collector should be in charge.

The rules for the guidance of kanungos and patwaris as discussed at this conference were subsequently approved by the Board. Copies of these rules are enclosed herewith.

7. The Deputy Commissioner has accordingly submitted proposals for introducing the scheme in the Mainaguri tahsil. These are in brief the splitting up of the tahsil into 22 circles and the appointment of 22 patwaris and one kanungo for a period of one year and of 4 badar instructor amins for two months so that the scheme may be given a fair trial. The cost involved will be Rs. 5,782 arrived at as follows :—

	Rs.
22 patwaris at Rs. 12 per mensem, for one year	3,168
1 kanungo on Rs. 60 per mensem <i>plus</i> Rs. 25 per mensem local allowance, for one year	1,020
1 orderly for kanungo on Rs. 8 per mensem for one year ...	96
1 chainman for one kanungo on Rs. 6 per mensem for one year ...	72
4 badar instructor amins, for two months, at Rs. 35 per mensem ...	280
8 chainmen on Rs. 6 each per mensem for two months ...	96
Contingencies at Rs. 50 per mensem, for one year ...	600
Purchase of instruments	450
Total cost for giving the scheme a trial for one year ...	5,782

The Deputy Commissioner does not think it necessary to erect any inspection bungalow or to purchase any additional elephant during the first year. He thinks it would be wise to see how the scheme works first and the Board agrees with him.

It will be feasible to effect a reduction in the existing establishment by dispensing with the services of wood muharrirs on Rs. 20, forest guard on Rs. 6, amin peslikar on Rs. 30, one mutation muharrir on Rs. 20 and chainman on Rs. 6.

8. As to the financial aspect of the proposals the annual income from the Duars may be roughly taken to be Rs. 8,00,000 and if the total cost of the entire scheme, including the pay and allowance of the three Sub-Deputy Collectors, be estimated at Rs. 54,000—(46,000 + 8,000) the percentage of cost of management would be 6·7. Considering the importance of the subject the Board does not consider this to be a bar to the introduction of the scheme.

9. The Board recommends that in the circumstances stated the scheme as outlined above, may be introduced as an experimental measure in the Mainaguri tahsil of the Western Duars and that the additional establishment at a cost of Rs. 5,782 may be sanctioned by Government. The cost for the current year will be met from the Government Estates management grant for 1917-18. The Commissioner is of opinion that it would be a great advantage if the scheme could be introduced during the current field season.

Rules for Patwaris.

1. Patwaris when trained will be appointed to *halkas* or circles of about 15 square miles. Their appointment and dismissal will rest with the Deputy Commissioner.

2. They must reside within their own circles. The kanungo may grant casual leave subject to the ordinary rules. The tahsildar may grant other kinds of leave in accordance with Civil Service Regulations up to a limit of three months and appoint substitutes, provided that no additional expenditure is incurred.

3. The following papers will be in charge of the patwari :—

- (a) A set of maps on 16" scale of all the taluks or mauzas in his circle.
- (b) A copy of the *khatians* of each *jote* in the area.

He will be supplied with tin *choongas* to keep the maps, and will be held responsible for the proper care of the papers.

4. The first duty of a patwari is to familiarise himself with his allotted area. This includes the following :—

- (a) To know the exact boundaries of all pieces of khas lands (both waste lands and lands reserved for grazing, fuel or timber).
- (b) To know the boundaries of all *jotes*.
- (c) To know all the Jotedars.

In order to acquire and keep up the knowledge he must travel systematically through each of the *jotes* in his *eluka* annually, map and *khatian* in hand.

5. The patwari will have nothing to do with changes of area or boundaries of plots inside the *jote*. He will not report any changes in the possession of *khatians* not held directly under Government.

6. In the course of these tours the patwari will—

- (a) Visit every plot on the boundaries of *jotes*. He will check the names of the shareholders as recorded in column 13 of the *khatian* of every jotedar. All changes whether brought about by death, transfer or abandonment must be noted in a note-book or list of changes of possessors, which will be known as patwari Register No. 1 ;
- (b) See that the possession of *jotes* corresponds with the boundaries shown in the maps. All changes whether due to mistakes in the previous survey, trespass, partial transfer, new settlements, or fluvial action must be noted in a second note-book, patwari Register No. 2, which will show all changes affecting the areas of *jotes* and changes in their boundaries or resulting in new *jotes* ;
- (c) Make two traces of the group of plots which have undergone alteration and show the changes which have taken place by accurate survey. He will then submit both traces to the kanungo with a report after the latter has obtained the tahsildar's orders in regard to the change. He will return one trace duly countersigned to the patwari together with a printed slip corresponding to the headings of Register 2. The patwari will then paste the trace into Register 2 and will correct his original entries in red ink, if necessary, and will also correct his copy of 16" map. He will then return the printed slip to the kanungo after noting thereon that he has done so ;
- (d) Will encourage jotedars to perpetuate their correct boundaries by planting *jika* or *simul* trees, by erecting mounds or by digging ditches.

The patwaris will be responsible for the maintenance of all traverse stations and other boundary marks, duties which in other districts have been imposed on the daffadars.

- (e) See that no one trespasses on any khas lands or cuts any trees thereon without permission. All such cases must be reported at once to the kanungo. The patwari will likewise periodically examine the boundary marks of khas reserves and repair any he finds damaged ;

- (f) Report at once the making of any *jampoi* ;
- (g) Report all cases which come to his notice of illicit fishing, or the opening of unauthorised *hâts* or of the discovery of minerals ;
- (h) Report any infringement of circular orders or rules, of which he may be expected to have knowledge, e. g., if tea is grown on more than 200 bighas of any jote land, or if water-courses are interfered with ;
- (i) Do any other work including collection of agricultural statistics entrusted to them by kanungos.

7. The patwaris will attend the camp of any Inspecting Officer in their own circle. Officers will not keep them longer than is necessary and will not send for them out of their own circles, unless absolutely necessary.

Rules for Kanungos.

1. When the preliminary training of patwaris is complete the main duties of the kanungos are as follows :—

- (a) To supervise and check the work of the patwaris.
- (b) To himself take up all local enquiries and surveys which present more than average difficulty, or which for any reason are specially important.
- (c) To forward to the tahsildar copies of all entries in the Patwari Register No. 2, to explain the changes to the tahsildar and get his orders thereon. Then to incorporate the changes so ordered in the tahsildar's copy of the 16" map. He will then send the trace back to the patwari for pasting into Register No. 2 and noting the orders therein. When this has been done the case records containing one copy of the trace will be returned to the tahsildar's office.

The kanungo is not directly responsible for changes in names entered in Patwari Register No. 1, as copies are forwarded to the tahsildar direct. He is not responsible for recording changes in the *khatians* in the tahsildar's office. The kanungo should have no excuse of office work of this kind for staying at head quarters.

2. The kanungo is directly subordinate in all these functions to the tahsildar.

3. The kanungo is responsible that all his patwaris are trained and competent.

4. When directing any patwari to undertake any survey the kanungo must visit the place and see that the work is begun in a correct manner. Before incorporating any survey other than surveys of a purely petty nature in the tahsil maps the kanungo must examine it on the ground.

5. The kanungo must pay one surprise visit and at least two others to his patwaris every year. Those who have survey work on hand must be visited oftener. The kanungo will keep a diary and will prepare monthly tour programmes both of which he will submit on the 1st of every month to the tahsildar who will forward them with his remarks to the Deputy Commissioner.

6. No change of any kind will be made in the patwaris' maps or *khatians* except on the orders of the tahsildar. The tahsildar will himself initial not only the original order which he passes on the cases submitted by the kanungos or the patwaris, but also the changes made (1) by his own office staff in the *khatians*, and (2) by the kanungos in the maps, which are kept in his own office. These maps form the maintained record, and are to be used for reference and for supplying copies.

The kanungo by his own inspection must satisfy himself that the alterations passed by the tahsildars are neatly incorporated in the patwaris' copies of the maps and *khatians*, and that the case records are promptly returned to his office. Reference will be given on the margin of the sheets to the serial number of the case in Patwari Register No. 2.

65. The orders of Government were :—

GOVERNMENT OF BENGAL.

REVENUE DEPARTMENT.

Land Revenue Branch.

No. 604, dated Calcutta, the 16th January 1918.

From—L. BIRLEY, Esq., C.I.E., I.C.S., Secretary to the Government of Bengal,

To—The Secretary to the Board of Revenue, Bengal.

I am directed to refer to your letter No. 3806 G. E., dated the 16th November, 1917, relating to the maintenance of the Khas mahal copies of the Settlement records for the Western Duars in the district of Jalpaiguri.

2. In June 1915, the Director of Land Records, Bengal, submitted to the Board a scheme drawn up by Mr. Milligan, late Settlement Officer, Jalpaiguri, on the subject. Mr. Milligan's proposal involved the creation of a local agency consisting of 68 patwaris; and he suggested that the scheme should begin with one pargana in each tahsil, 22 patwaris being required for the three parganas.

3. The Board, after discussion with the local officers, has arrived at the following conclusions :—

- (a) That the proposed scheme should be started only in the Mainaguri Tahsil as a whole, instead of in one pargana in each tahsil.
- (b) That the recurring extra cost should not exceed Rs. 6,000.
- (c) That the pay of the Kanungo should be Rs. 60—120 per mensem with a compensatory allowance of Rs. 25 per mensem.
- (d) And that for the experimental stage one Sadar Deputy Collector should be in charge.

The Board has accordingly recommended that the scheme may be tried for one year, as an

	Rs.	
22 Patwaris at Rs. 12 per mensem for one year ...	3,168	for one year, as an experimental measure, in the Mainaguri Tahsil, at a cost of Rs. 5,782 (rupees five thousand seven hundred and eighty two only) as detailed in the margin, the cost for the current year being met from the
1 Kanungo at Rs. 60 per mensem <i>plus</i> Rs. 25 per mensem local allowance for one year ...	1,020	
1 Orderly for Kanungo on Rs. 8 per mensem for one year ...	96	
1 Chainman for Kanungo at Rs. 6 per mensem for one year ...	72	
4 Bazar instructor amius, for two months, at Rs. 35 per mensem ...	280	
8 Chainmen on Rs. 6 each per mensem for two months ...	96	
Contingencies at Rs. 50 per mensem for one year ...	600	
Purchase of instruments ...	450	
Total ...	5,782	

Government Estates Management grant for the year 1917-18.

4. I am to say that Government accept the Board's recommendation on the understanding that the expenditure for the next year also will be met from the Government Estates Management grant. The rules for the guidance of Kanungos and Patwaris, enclosed with your letter are also approved by Government.

5. I am to request that a report may be submitted to Government after the scheme has been tried for one year.

66. The only subsequent modification of these orders relates to the appointment of a Kanungo for the initiation of the scheme. The Director of Land Records advised that, at the outset, an experienced Settlement Kanungo should be placed in charge. The Board accordingly recommended that, for the experimental stage for one year, the pay of the Kanungo be fixed at Rs. 150 a month with a local allowance of Rs. 25 per month. This recommendation was accepted by Government in their No. 3099 of 28th March 1918. This officer is expected to join his new duties on 1st September 1918, when he will arrange preliminaries, so that the training of the first batch of Patwaris may commence punctually on 1st November, 1918.

6. Case-work.

Final publication of the record-of-rights in the permanently-settled area was followed by general operations under section 105 in all the zamindaries.

67. The only area which presented any legal difficulty was Baikanthapore, where from the very beginning of the settlement all jotedars had claimed to hold their lands on rents fixed in perpetuity and not liable to enhancement. In the vast majority of cases the presumption raised by section 50 of the Bengal Tenancy Act was in favour of the tenants. This question was gone into very minutely and many old documents dated back to 1805 were examined. I found that in general the jotes in Baikanthapore were liable to enhancement and that the rents had originally been based on tables of rates for each village. A considerable number of the jotes were however recorded as "Mokarrari" as rebutting evidence in these cases could not be produced by the estate.

In settling fair rents for the others, two considerations came in, namely :—

- (1) Rise in the price of staple food-crops ; and
- (2) Increase in area without any increase in rent, the original rates of rent being proved.

We endeavoured in every village to arrive at a compromise between the estate and the jotedars. To this end I prepared for each village a table of rates on the basis of the rise in the price of staple food-crops, and under section 105 (5) these tables were proposed by the Assistant Settlement Officers as a basis for the calculation of fair rents, and in the bulk of the cases compromises were amicably effected on those lines. Uncontested cases in which the tenants failed to appear were decreed on the same basis, village by village.

68. In the Chaklajat Estates there had been a general enhancement of rents in 1880-82, so there were comparatively few claims to hold at rent fixed in perpetuity which could not be easily rebutted. In the rent-free tenures and revenue-free estates in general it was found that the tenants held their lands mokarrari.

In Patgram and Boda as in Baikanthapore the bulk of the fair rents were arrived at by compromise as soon as a few contested cases showed the parties what the prospects were.

69. Throughout the area all corrections in the records necessitated by the results of the case-work were made by the Assistant Settlement Officers then and there in their own hands and duly attested by them.

70. It is out of place here to enter into an elaborate criticism of the existing law, but my experience of section 105 A was that it was used almost entirely to waste time, and the procedure of section 106 was found exceedingly cumbersome, well suited to the convenience of those who desire to cause delay and earn fees.

71. I append a statistical abstract of the case-work :—

Analysis of Case-work, Section 105, B. T. Act.

Serial No.	NAME OF PARGANAS.	Compromise.	Ex-parte.	Existing rent maintained as fair.	Decree.	Dismissed.	Appeal.	With. drawn.	Total.
1	2	3	4	5	6	7	8	9	10
1	Boda ...	5,636	1,732	13	286	821	4	201	8,693
2	Patgram ...	1,037	247	1	226	85	6	76	1,678
3	Baikanthapore ...	1,233	740	5	188	59	2	61	2,288
	GRAND TOTAL ...	7,906	2,719	19	700	965	12	338	12,659*

* Filed by Baikanthapore ... 2,207
 .. by Oooch Behar ... 8,886
 .. by Kankina ... 468
 .. by jotedars and petty Zamindars ... 4,128

Total ... 12,659

Analysis of suits under Section 106.

Total number of suits.	Decreed.	Dismissed.	Compromised.	Withdrawn.	Records modified.	Records not modified.
1,581*	451	699	181	250	451	1,130

* By Balkanthalpore	...	...	...	413
.. Oooch Behar	...	...	...	25
.. Kakina	...	...	...	14
.. Jotedars and petty Zamindars	...	...	...	1,126
Total	...	...	...	1,581

Analysis of appeal.

Total number of appeal instituted.	Dismissed.	Compromised.	Reversed.	Allowed.	Decreed.	Pending.
269	148	35	17	11	10	68

7 Cost of the operations.

72. The financial aspect of the settlement will be most easily set forth in tabular form. I shall first compare the annual estimates for *direct* expenditure on settlement work with the actuals as shown in the settlement books and verified by the Accountant-General :—

Financial Year.		Estimate.			Verified actuals.	
		Rs.			Rs.	
1906-07	40,000	22,802	
1907-08	2,00,000	1,92,247	
1908-09	3,08,450	2,67,470	
1909-10	3,27,000	2,84,431	
1910-11	2,88,160	2,88,124	
1911-12	2,15,500	2,17,469	
1912-13	1,22,000	1,08,717	
1913-14	1,12,720	1,16,379	
1914-15	1,33,158	1,28,549	
1915-16	61,500	60,798	
Total		18,08,488	16,86,986	

In these figures are included Rs. 38,359 spent on special work, not properly debitable to settlement. Deducting this amount the net direct expenditure was Rs. 16,48,627.

The following table shows the verified gross expenditure on settlement work including all book debits, miscellaneous receipts, net expenditure, and amounts recovered from landlords and tenants :—

	Gross expenditure.	RECEIPTS.			Net expenditure.	Recoveries.		By transfer from Provincial to Imperial.	
		Court fees.	Cash, etc.,	Total.					
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	A.	P.	Rs. A. P.
1906-07	24,442	...	...	...	24,442	...	...	...	...
1907-08	2,04,313	1,025	807	1,832	2,02,481	...	...	...	...
1908-09	2,88,824	9,440	2,003	4,443	2,84,381	...	...	...	...
1909-10	3,05,053	3,917	2,294	6,211	2,98,842	...	...	...	...
1910-11	2,93,479	1,821	426	2,247	2,91,232	...	...	...	...
1911-12	2,28,229	2,078	2,739	4,817	2,23,412	...	...	...	9,378 13 10
1912-13	1,11,059	1,830	16,157	17,987	93,072	...	...	...	...
1913-14	1,19,711	25,665	4,013	29,678	90,033	1,23,906	0	6	...
1914-15	1,36,348	39,308	6,016	45,324	91,024	2,50,820	10	0	...
1915-16	60,670	18,261	50,993	69,254	- 8,584	1,57,459	0	0	...
1916-17	...	...	9	9	- 9	43,373	0	0	...
Total	17,72,128	96,345	85,457	1,81,802	15,90,326	5,75,558	10	6	...

From these figures the amount spent on special work, namely, Rs. 38,359, is excluded.

The accounts of the Director of Surveys for his part of the work, including traverse survey, miscellaneous surveys and map reproduction, are as follows :—

Financial year.				Expenditure.
				Rs.
1906-07	...	...	...	49,163
1907-08	...	...	...	59,166
1908-09	...	...	...	68,931
1909-10	...	...	...	63,593
1910-11	...	...	...	26,783
1911-12	...	...	...	2,999
1912-13	...	...	...	5,432
1913-14	...	...	...	10,891
1914-15	...	...	...	19,660
1915-16	...	...	...	48
Total				3,06,666

73. The following table will show how the gross expenditure was distribute dover the various branches of the work :—

Financial years 1906-07 to 1915-16.

Branch of work.				Expenditure.
				Rs.
Cadastral Survey	...	...	...	2,85,752
Khanapuri	...	...	...	1,08,553
Initial Recess	...	...	...	69,207
Bujharat ...	...	...	...	1,69,676
Attestation	...	...	...	1,04,802
Objection under section 103 (a)	...	...	...	27,032
Final office work—				
1. Janch	...	...	...	1,05,107
2. Statistics	...	...	...	24,164
3. Final 16 inches maps	...	...	...	42,945
4. Topo	...	...	...	...
5. Final copy including printing	...	...	...	55,794
Recovery of costs (Computation and Recovery)	...	...	...	21,365
Case-work under sections 105 and 106	...	...	...	45,571
Revision of Land Revenue	...	...	...	1,23,369
Supervision	...	...	...	3,46,048
Contingencies	...	...	...	2,04,337
Director of Land Record's control	...	...	...	36,381
Erection and maintenance of boundary marks	...	...	...	2,025
Total				17,72,128

Expenditure on special works :—

2. Cess Revaluation.—				
Direct charges	...	...	...	18,562
Supervision	...	...	...	1,885
Contingencies	...	...	...	1,214
Control	...	...	...	156
3. Special areas.—				
Staff and Contribution	...	...	...	...
Supervision	...	...	...	...
Contingencies	...	...	...	...
Miscellaneous (e.g. work done for the Deputy Commissioner not in connection with the preparation of record-of-rights) such as demarcation of Cooch Behar boundary, etc.	...	...	...	14,489
Maintenance of records	...	...	...	869
Lease writing	...	...	...	1,184
Total				38,359

GRAND TOTAL ... 18,10,487

(a) Supervision—

1. Officers	...	...	...	2,29,358
2. Staff and Establishment	...	...	...	93,251
3. Recess and Deputation	...	...	...	14,036
4. Section writing	...	...	...	9,403
5. Patwari Training	...	...	...
Total				3,46,048

(b) Contingencies—

1. Capital.—				
(a) Ordinary	...	...	...	95,809
(b) Press	...	...	...
2. Rent	...	...	...	7,262
3. Current.—				
(a) Ordinary	...	...	...	80,485
(b) Press	...	...	...	664
4. Forms and Stationery supplied by Government depôt.				
(a) Ordinary	...	...	...	18,117
(b) Press	...	...	...	2,000
Total				2,04,337

74. The nett result of all these figures is as follows :—

			Rs.
Nett expenditure on settlement	...	...	15,90,326
Ditto on survey and map-reproduction	...	...	3,06,666
Total cost of the operations			18,96,992
One fourth borne by Government of India	...	...	4,74,248
Recoverable from landlords and tenants in permanently-settled area	...	...	6,24,000
Local Government's share	...	...	7,98,744

CHAPTER IV.

Classes of tenants.

75. The Area of Jalpaiguri district is 2,891 sq. miles comprising—

- 988 sq. miles permanently settled in 399 estates of which 108 are revenue-paying and 291 are revenue-free,
- 851 sq. miles of arable land in the Western Duars,
- 383 sq. miles of Tea Gardens,
- 505 sq. miles of Reserved Forests,
- 112 sq. miles Government Khas land in the Western Duars, most of which is available for settlement,
- 52 sq. miles of land used for public purposes.

Of the Tea Gardens and forest nothing need be said in this Chapter because both fall outside the scope of the Rent Laws. The proprietors of tea gardens hold leases from Government which together with the Waste Land Rules fully define their position. The Tenancy Act does not apply to them and in any case the question of sub-infeudation hardly arises. The forest villagers live within the Reserves on terms and conditions with which the District Revenue authorities are not concerned, and of which the Revenue Law is not cognisant.

In the arable lands of the Western Duars and in the permanently settled portions of the district an apparently uniform and homogeneous system of land-holding was found in existence. If we except a few unimportant patni taluks, Upen ohowkis and others found in the latter area, it can be said that throughout the district there are three classes of tenants, and three only, namely, Jotedars, Chukanidars or Mulandars with various derivative sub-grades differing only in degree, and Adhiars or projas.

In the Western Duars the incidents of these various tenancies have in the past been defined in Settlement proceedings and leases; whereas in the permanently settled areas the modern conceptions thereof have been evolved by custom and contract. Further there are important differences in the Laws in force in these several tracts, as I have shown in another Chapter. It is clear therefore that the two areas must be separately considered when dealing with the rights of tenants.

1. The Permanently settled Area.

76. The permanently settled portion of the district consists almost entirely of 3 big estates, namely, the Baikunthapur with an approximate area of 450 square miles, the Chaklajat Estate of the Maharaja of Cooch Behar with an approximate area of 500 square miles, and the Estate of the Raja of Kakina approximately 50 square miles in extent. The Revenue-free estates are small, scattered and unimportant. The Bengal Tenancy Act and all other Laws in force throughout Bengal apply fully to this part of the district.

Within these large estates we find a few Patni Taluks, a few Upen chowkis, and a number of rent-free tenures. The vast bulk of the land is however held by Jotdars who are mostly resident cultivators, sub-letting part of their land to Chukanidars, and cultivating much of the remainder on the Adhi System. There are a few big jotdars holding a number of *jotes* apiece. The Chukanidars in turn sublet part of their lands to Dar-Chukanidars, and also employ the Adhi System to a large extent in the cultivation of the land they retain. Lower grades of Chukanidar are found but are not common.

The rent-free tenures were in origin service-tenures or grants of land for religious purposes, or to Brahmins. They are heritable and transferable.

Local custom would define a jotdar as one holding land immediately under a proprietor, his rent being liable to enhancement, having originally acquired a right either to cultivate it himself or to sublet it to others, his title therein being permanent and heritable but not transferable without the consent of the proprietor obtained by payment of a *salami*. The right to realise this *salami* has not been exercised in every case by the zemindars, so that a popular belief has grown up in places that jotdars have the right of transfer absolutely. This however is a mistaken belief, as I shall presently show. In some places Dar-jotes were found within the parent jotes. These appeared to have been created "benami" for the purpose of using section 7 (3) of the Tenancy Act to defeat attempts at enhancement, and to create an encumbrance in case of sale of the jote.

A chukanidar or mulandar—the names are interchangeable, though the former is much the more common—would be defined by custom as one holding land under a jotdar on a money rent, which is liable to enhancement, his right being primarily the right to cultivate, and his title permanent and heritable, but not transferable without his jotdar's consent.

The derivative chaukanidars, of whom three grades have been found, namely dar-chukanidars, dar-a-dar-chukanidars and nim-dar-a-dar-chukanidars, are quite rare and are more or less accidental excrescences from the regular system. The incidents of these sub-tenancies are essentially similar to those of the chukani, in that they are cash paying, permanent and heritable. They are, as I have said, neither numerous nor of much importance. Their number does not tend to increase materially because of the growing prevalence of the *adhi* system of cultivation, and the preference shown by chukanidars as well as jotdars for developing their lands by this means rather than by making settlements with cash-paying tenants.

Adhiars or *projas* have been customarily regarded as labourers cultivating the land of proprietors, jotdars or chukanidars on a half-share basis. They were not considered to have any right or title but to be liable to be ejected at the will of their employer. They are sometimes found to have lived for many years in the same place and cultivated the same land and to be independent of their *giri*, as the immediate landlord of an *adhiar* is called, in the matter of ploughs and cattle and even seed. The great majority however move about from field to field, from *giri* to *giri*, from locality to locality and have to be supplied

with all the implements of agriculture, with seed and often with subsistence. Between these extremes many differences in degree occur but local custom has never recognised any difference in kind. To complete the tale of the *adhiar's* position, as we found it, his *giri* supplies him with a free house and prescribes the crop he has to grow; while in addition to growing that crop the *adhiar* works as a general labourer for hire on the lands of his *giri* or on those of his neighbours. In the jute steeping season and at the seasons of ploughing and reaping the *adhiar* can make a substantial income in cash besides being fed free by his employer for the day.

The system of landholding was originally a simple system, but has been complicated in places to an extraordinary degree by the lack of any clear principles in the transfer and sub-infeudation of shares. The sub-infeudation and transferring of shares—integral, fractional, undivided or imaginary—are further complicated by the adoption of the same procedure by mortgagees and temporary lessees. In the localities referred to, lying mostly in Boda pargana, the bulk of the jotes appear to have been partitioned. While the lands were still “*ejmali*” each set of landlords created numerous tenures or holdings with regard to their respective shares. This has given rise to a multiplicity of interests, the same tenant holding different kinds of interests under different sets of landlords with respect to different shares of the same land, as well as to different portions of the land.

The *khanapuri* staff, whose experience of settlement was in most cases confined to the simple land-system of the Western Duars, were hopelessly at sea; the *bujharat* *kanungos* were little better, though they did something to unravel the tangle; the result was that attestation of this area was a complicated and lengthy process, involving practically a re-*khanapuri* by the attestation officer on the basis of a tenure-tree. I believe that the record-of-rights will be found exceedingly useful by the landlords and tenants of this area, as it will help them to get a clear idea of their own interests, about which most of them were exceedingly vague, and it will tend to establish an intelligent system of land dealing.

77. The custom relating to the right of transfer of the various tenancies was carefully investigated. In the ten years, from 1900 to 1910, 15,758 transfers of so-called occupancy holdings had been registered; but in view of the deficiency in local knowledge of the Tenancy Act Classification, and of the prevailing belief that the incidents of all jotes were homogeneous, as also of all *chukanies*, the expression “occupancy holdings” in this connection cannot be taken at its literal meaning, but must include many tenancies classed by this settlement as “Tenures”.

Examining these transfers we find that it is the almost invariable rule for the superior landlord to demand *nazar* as the price of recognition of the new tenant, and to insist on an enhancement of rent. In Baikunthapur prior to when the estate came under the Court of Wards the rate of *nazar* was 2 annas per rupee of the purchase-money, if the purchase-money did not exceed Rs. 100, $1\frac{1}{2}$ annas per rupee between Rs. 100 and Rs. 500. One anna per rupee for sums exceeding Rs. 500.

In the Chaklajat Estate the rate of *nazar* has never been definitely fixed, varying according to the circumstances of the case between $1\frac{1}{2}$ annas and 4 annas to the rupee of purchase money.

In the Kakina Estate no fixed rate of *nazar* is observed, the practice there being very similar to that of the Chaklajat Estate.

In none of the three zemindaries is there a fixed rule about the amount of increase of rent in such cases.

The big jotdars imitate the practice of the zemindars; while the small jotdars have no regular tariff for their *chukanidars*, but apparently always insist on getting something.

The consent of the landlord to a transfer is rarely asked as a preliminary measure. When the transfer is completed the new tenant seeks recognition and is made to pay as above stated.

A similar *salami* is usually paid to the zemindars by jotdars on the occasion of a transfer by inheritance, but the right to inherit is not disputed. The payment on these occasions seems to be made as a sort of tribute to the landlord by the new tenant to secure his good will.

78. One of the biggest questions which had to be decided in Baikunthapur was as to whether the rents of jotdars were liable to enhancement. It was found that in general the rents of jotdars in Baikunthapur as well as in the other zemindaries are liable to enhancement. Tenants in the revenue-free estates and in the rent-free tenures, on the other hand, were found to be mostly *mokarari*.

79. At the first glance it looks easy enough to apply to this system, which local usage has evolved, the classification of the Tenancy Act. As in Bakarganj the local hakiat was classed as a tenure and the karsha as a holding, so we might have classed all jotes as tenure and chukanis as holdings. The *adhiars* must necessarily present a problem here, as similar cultivators in other localities have done; though, had there been no previous pronouncements on the question of their status, it is more than likely we should 'from the beginning have treated the *adhiars* of Jalpaiguri exactly like the bargadars of Bakarganj. The idea of carrying out any such simple application of the Tenancy Act was soon seen to be impossible and it had to be regretfully abandoned. Careful enquiry into the history and origin of individual jotes revealed the existence of two distinct classes hitherto not differentiated by custom. There were big jotedars, many of them non-resident, whose predecessors had clearly taken settlement of their jote-lands for the purpose of sub-letting them, while there were many small jotedars whose predecessors had as clearly taken up jotes for their own residence and cultivation. Many of these tenancies could be traced infallibly to their origin and it was abundantly clear that we could not properly class all jotes as tenures even if the jotedars in a body had wished us so to do; which they did not as soon as any knowledge of the significance of the Tenancy Act classification got abroad. I was much struck, at the beginning of my work in the district, by the ignorance which pervaded all classes of the community on the subject of revenue law in general and the Bengal Tenancy Act in particular. If this settlement has achieved no better result it has at least disseminated a good working knowledge of the land laws that apply to this part of the world.

The circumstance which first awoke the jotedars to the importance of the Tenancy Act classification—in which hitherto they took little or no interest—was the Ruling of Justices Sharfuddin and Coxe—Uday Chand Kazi *versus* Nripendra Narayan Bhup [13 C.W.N. 410 (1909)], whereby the presumption described in section 50 of the Act could be rebutted by showing that a tenure claiming the benefit thereof was part of an older tenure which had been split up subsequent to 1793, the date of such splitting up being held by the learned Judges to be the date of origin of the several tenures arising therefrom. As all jotedars in Baikunthapur pargana claimed to be tenants holding at rents fixed in perpetuity and as their sheet anchor was section 50, they all began clamouring to be recorded as raiyats. This example was followed by the jotedars of the other permanently settled parganas; and the subsequent operations of the cess revaluation, settlement of fair rents under section 105, and recovery of costs in each block invariably produced a recrudescence of this tendency. Although the belief in the homogeneity of the incidents of all jotes was not eradicated, the introduction of the Tenancy Act classification aroused more interest than opposition; and the change from the initial attitude of complete indifference—with perhaps a languid preference for the apparently superior status of the tenure-holder—to the subsequent attitude of strenuous and combative interest towards the question of status was quite remarkable.

Between the jotes which were obviously and demonstrably tenures and those that were clearly holdings lay the mass of doubtful origin and character. After careful enquiry and consideration a working criterion was adopted for attestation purposes. In his inspection note of November 1907 the Director of Land Records (Mr. Beatson Bell) laid down the following principles :—“In the zemindaries the first problem is to find the ‘raiya.’ In some cases he will be the jotdar, in some cases the chukanidar, and in other cases a derivative chukanidar. The principles in accordance with which the raiya is to be found are indicated in section 5 of the Tenancy Act. This section lays down that we must have regard to (a) local custom and (b) the purpose for which the right of tenancy was originally acquired.

The conception of a 'raiyat,' as distinguished from a 'tenure-holder,' is foreign to the ideas of this district. I fear therefore that we shall not obtain much help from 'local custom.' Each case will have to be decided by ascertaining, as far as possible, the purpose for which the tenancy was originally created. It will often be difficult to do so during attestation. Whenever the parties produce satisfactory evidence regarding the origin of a tenancy, or whenever the Revenue Officer can of his own motion ascertain the origin, the tenancy should be classified accordingly; but when it is impossible at this stage to ascertain the origin, the Revenue Officer must follow some broad working rule and leave the aggrieved parties to contest his finding under section 103A. I would suggest that during the attestation of the zemindaries no jotdar, chukanidar or derivative chukanidar should be recorded as a 'raiyat,' unless—

- (a) his homestead is within the tenancy, and at least one-third of the arable land of the tenancy is in his immediate possession; or
- (b) his homestead is without the tenancy, and at least one-half of the arable land of the tenancy is in his immediate possession.

For the purpose of this diagnosis, land should not be considered as being in a man's 'immediate possession' if it is held by an *adhiar*."

On these principles the classification of Chapter II of the Tenancy Act was carried out in the permanently-settled area of the district, and it was accepted by tenants without much protest.

80. Jotes have been divided into three classes namely :—

- (1) Permanent tenures.
- (2) Tenures for a fixed term of years.
- (3) Raiyati holdings.

According to the Tenancy Act permanent tenures are heritable and transferable, whatever custom may say to the contrary, and they were so recorded in the papers of this Settlement.

In the second class of tenures the document creating the interest defines the rights conceded.

Raiyati holdings and occupancy rights are not transferable by custom, but the right of inheritance is not disputed.

81. Chukanidars have been divided into—

- (1) Tenure-holders.
- (2) Raiyats.
- (3) Under-raiyats.

As in the case of jotedars local custom has had no regard to, or in any way acknowledged, distinctions within the class of chukanidars. Such tenancies, as explained above, are by custom permanent and heritable—Jotedars levy no *salami* from their under-tenants for recognition of inheritance—but not transferable, without the consent of the landlord. Those however who have been recorded as permanent tenure-holders have under section 11 of the Tenancy Act the right of transfer.

With regard to under-raiyats we have found and in every case recorded that they may by custom acquire occupancy rights.

82. It should be noted that by custom all classes of tenants have to pay something to the zemindars for permission to cut large or valuable trees. In the Chaklajat Estate such payments vary from one to two rupees according to the value of the tree. In the other two zemindaries the rate fluctuates.

83. The rights of *adhiars* were considered as one problem for the whole district, and as the previous history of that problem was entirely associated with the Western Duars, I have dealt with all kinds of *adhiars* in the paragraphs devoted to Classes of Tenants in the Western Duars. Suffice it to say here that *adhiars* in the permanently-settled area are divided into—

- (1) Those whose tenant right is recognised.
- (2) Those in whom no tenant right is recognised.

The former have been given separate khatians and classed as raiyats or under-raiyats with the rights which I have just described as appertaining to those tenancies. A detailed statement of the classification of tenants in the permanently-settled portions of the district will be found in Appendix I.

84. Although it was found possible by the adoption of arbitrary criteria to classify the local tenancies in terms of Chapter 2 of the Act, I cannot say that the results are altogether satisfactory or in substantial accord with local custom. Before leaving the subject I would like to place on record for the consideration of Government in this connection the following extract from the Resolution on the Survey and Settlement Report for the year ending 30th September, 1907 :—

“The varied nature of the Tenancies in the Rajshahi Division has complicated the labours of the Settlement Officers in Jalpaiguri and Rangpur, and other difficulties, due to the imperfections of the present Tenancy Act, have impeded progress and the proper settlement of agrarian troubles in several districts. It is however hoped that the experience obtained in the course of current settlement proceedings will eventually enable Government to place the Tenancy Law of this Province on a sound and satisfactory basis.”

Class of Tenants in the Western Duars.

85. As I have previously stated, the annexation of the Western Duars was speedily followed by a settlement. The first problem which arose was, as would be expected, that of determining what the rights and incidents of the various classes of tenants found in the tract had hitherto been, and deciding what they were going to be in the future. It was clearly recognised from the first that Government had a free hand in framing the system of landholding, which was to obtain in the ceded territory, but as a preliminary measure the existing facts had to be carefully analysed. Strangely enough it took two settlements to clear up the question of exactly what classes of tenants existed in the Duars. As Mr. Lewis wrote in 1888—“In the past some confusion has resulted from the inappropriate use of terms with reference to our tenants which, though familiar, do not describe them exactly.” Thus we find Mr. Tweedie, Deputy Commissioner, in 1864-67 describing chukanidars, raiyats and *projas*; and later on the term “raiya” is continually being misapplied to one class or another, not as a descriptive term but as an appellation. When ideas finally became clear and definite, it was found that there were nominally at least, the following classes of tenants and no others :—Jotdars, Chukanidars or Mulandars, derivative chukanidars called dar-chukanidars and dar-a-dar-chukanidars, and *adhiars* or *projas*. The term “raiya” was dropped altogether.

86. **Jotdars.**—In his completion Report in 1872 Beckett thus defines the *de facto* incidents or a jotdar's tenure. “The jotdar is a man who holds in severalty, joint or in common, a piece of land for which he pays revenue directly to Government through its agents, the tehsildars, and as long as he pays his revenue to the State his right to his jote cannot in any way be disturbed. He has a transferable and saleable right in the land but his rent is liable to be enhanced by Government whenever a new settlement is made.” The Government of Bengal however were not disposed to accept this definition as a basis for Settlement of the Duars without further enquiry and consideration. In the following year a Government order No. 3637 of 26th May, 1873, was issued to the effect that although there was some ground for allowing to jotdars who were actual cultivators a right of occupancy in the lands they cultivated, non-cultivating middlemen must be put to the proof of the rights they claimed. The possession of any real proprietary title by jotdars was also questioned.

When in 1874 South Malpuri came up for Settlement the occasion was taken for an enquiry into the status of jotdars, and Mr. Metcalfe, the Commissioner, reported that a large portion of the land was held by *amlas*, *vakils* and *muktears* of the District Court. He said that the principal question for decision was whether Government would make settlement with individual cultivators or would acquiesce in the introduction into the Duars of the jotdari tenure existing in Rangpur and Jalpaiguri by persons who

understood the advantage to be derived thereby to their own benefit and to the loss of Government. He expressed himself as utterly opposed to any such introduction because the recognition of such a tenure would involve pecuniary loss to Government and would give a title to the cultivator which was never recognised by the Bhutias. He proposed therefore to make settlement with the cultivators only.

To Sir W. Herschel, Commissioner of the Division, in 1875 was entrusted the task of investigating this proposal. In his No. 622 of 22nd March, 1875, to the address of the Board of Revenue, he came to the conclusion that the jotdars' claims to be treated as having a vested transferable interest in the land were too strong to be denied. The Board in their letter to Government, No. 249 A. of 26th April, 1875, agreed that his conclusion may be safely accepted and recommended that the jotdari tenure may be now properly recognised as involving a vested transferable interest in the land. These proposals were accepted by Government in their letter No. 634 T. of 25th May, 1875.

A complete revision of Beckett's Settlement was meantime found to be necessary before anything could be done to incorporate in his record the rights of tenants. At a conference held in Jalpaiguri at the end of 1874, at which the Lieutenant-Governor, Sir Richard Temple, presided, the rights to be accorded to jotdars at the forthcoming settlement were discussed; and it was decided that permanent transferable rights might be acknowledged in the case of those who were found by Beckett's Settlement in possession of cultivated areas, whether purchased or self-reclaimed, on the condition that rent should be liable to enhancement and that excessive areas of waste within jotes be relinquished by the Jotdars.

The Settlement thus foreshadowed was begun in 1875. In 1878 Government in letter No. 960 of 10th April wrote to the Board as follows: "It has already been settled that the Jotdars shall be recognised as possessing permanent transferable rights, not from any operation of law, but by the gift of Government as the owner of the soil."

I have, perhaps at undue length, given the main steps leading up to this important pronouncement which is clearly the starting-point of the history of the status of jotedars in the Western Duars. It disposes finally of all attempts on the part of jotedars to derive their status from pre-annexation conditions or to claim as legal rights anything outside the express provisions of leases granted to them by Government as a sequel to that pronouncement. It is true that when such leases were given they did not embody the full amplitude of the rights foreshadowed, but it can not be considered that the letter above quoted was in any sense a promise to the jotedars. It was merely a declaration of policy for the guidance of the Board in conducting the Settlement operations.

In 1880 a form of lease for the jotedars was drafted and it is of great importance to examine carefully the incidents of the Jotedari-Tenure therein defined, as this was the first public announcement of the rights which Government as owner of the soil was prepared to give to its tenants. A copy of this first *Patta* will be found at the end of Chapter VI.

The degree of permanency allowed to jotedars is set forth in the preamble, subject to conditions 1, 5, 7, 10 and 16, and the limits of transferability are clearly defined in condition 4. These limitations are such that it is impossible to say that the jote created by the leases of 1880 was a permanent transferable interest within the meaning of the Bengal Tenancy Act.

The Settlement of 1880 was, however, never confirmed, so that the incidents of jotes set forth in its *patta* have no legal validity, however instructive they may be as an index of the Revenue Policy of Government in the Duars. We therefore must approach the Settlement of Mr. Sunder with a greater reverence as the leases then granted and the proceedings then approved by Government constituted the first binding contract between Government and the jotedars. Then for the first time was the policy of Government in the matter of their status enunciated with the force of law, signed, sealed and for ever ratified. All that had gone before, the reports, the opinions, the pious resolutions, sank into insignificance in view of the *fait accompli* of the Mal Jote Lease. I have up to this point been endeavouring to show that

it is impossible to go behind the Mal Jote Leases of Mr. Sunder, because there was no previous binding contract between Government and the jotedars of the ceded tract and because it is clear from Government's pronouncement in 1878 that the *de facto* rights descending from Bhutia times were not recognised in British India as *de jure* incidents of the Jotedari-Tenure.

It is however worthy of note that the said Mal Jote Lease not only outdid the leases of 1880 in the limitation of the "Permanent transferable rights," about which so much was written in the earlier days, but seems to be entirely out of accord with the avowed intentions of its framers.

It was inevitable that the inception of Mr. Sunder's settlement in 1888 should provoke a recrudescence of the discussion on the rights of tenants; and all who took any part in this discussion—Settlement Officer, Deputy Commissioner, Commissioner, Director of Land Records—were of one mind as to the status of jotedars. All agreed that jotes were permanent, heritable and transferable tenancies. The results of the discussion may best be given in the words of the Director of Land Records when in his synoptic letter to Government (No. 833 T.A. of 20th December, 1888,) he thus defined the jotdar—"Jotdar is a person possessing a permanent heritable transferable right in the area of land settled with him. His title accrues immediately on his getting the lease and is not confirmed or improved in consequence of occupancy for any given period. The rent can not be enhanced during currency of settlement, but is enhanceable on such terms as Government may order on the expiry of the settlement. The land in the jotdar's possession must be resettled with him on the expiry of a settlement, subject to the rules in the matter of waste land and to the right of Government to resume during the currency of the lease, or at its expiry, land required for any public purpose, proportionate decrease of rent for land so resumed being allowed, and compensation granted for any permanent improvements on the land affected by the holder."

That Government did not take this as the last word in the matter is clear from their reply, wherein the Lieutenant-Governor, while expressing his approval of the action taken in bringing forward all points of difficulty likely to arise in the settlement, commented generally on the difficulty of arriving at decisions on the imperfect information available at so early a stage in the proceedings.

In 1891 the Mal Jote Lease was drafted. It was modelled on the *patta* of 1880 and Mr. Sunder in his first draft went very much further in the direction of curtailing the rights of jotedars than the final lease would indicate. He inserted a residence clause and sought in other ways to prune down the "permanent heritable and transferable" conception of a jotdar's status. A copy of the lease as finally approved will be found in Chapter VI.

It will be clear from a study of this lease that the first condition absolutely winds up the whole discussion. If Government may impose any conditions they please at renewal, all definitions—and even Mr. Sunder after issuing those leases gives such a definition in his report—of jotes as permanent, heritable and transferable tenancies are meaningless and misleading.

The Mal Jote Lease in fact creates a temporary tenancy with a right to one renewal—further renewals can be withheld in making the renewal stipulated for in condition 1.

This temporary tenancy is transferable with slight limitations during the period of the first lease only. The next lease may apparently rescind this permission.

Heritability, subject only to registration, is however freely allowed.

The right to create one definite class of under-tenants of equally temporary character is permitted.

I am justified, I submit, in saying that the Mal Jote Leases "Create" the Jotdari Tenancy inasmuch as they were the first contract made and confirmed between Government and the original tenants of the ceded territories in which status was in any way defined; and they were framed in exercise of the prerogative of Government, as owner of the soil, to give and allow such rights as it pleased in the newly annexed lands.

The discussions of the year 1888 to which I have alluded above were not altogether barren, even though the Mal Jote Lease belied them. That

year saw the issue of the present Waste Lands Rules for the Western Duars wherein the status of new jotedars was defined. They were to be resident cultivators, and so long as they or their heirs remained so, a degree of permanence and transferability, far in excess of that granted by the Mal Jote Leases, was assured to them. In fact the effect of Clause 8—"This Lease shall be renewable etc."—is that jotes held under leases in Arable Waste Lands form are indeed permanent, as by section 2 they are heritable and, with one small restriction, transferable.

The next milestone on our way is the Notification No. 964-T.R. of 5th November, 1898, whereby all pre-existing land laws were repealed and the Bengal Tenancy Act extended to the Western Duars, subject to certain important restrictions. As the situation thereby created will be fully discussed when I describe the evolution of the new leases, it will suffice here to say that provisos 3 and 4 of that Notification entirely and finally remove any possible legal flaw which might otherwise be found in the A. W. L. and Mal Jote Leases—in the case of the former by repealing all land laws which had previously applied to the areas so leased without substituting any other law, and in the case of the latter by investing the provisions of the leases and the approved proceedings of last settlement with a validity superior to that of the Tenancy Act itself, while repealing all other land laws.

During the course of the present settlement these points have again been discussed at great length and legal opinion has on several occasions been taken: and the general conclusion arrived at is that the notification relating to the publication of Mr. Sunder's records and the Mal Jote Leases, read with Notification No. 964-T.R., proviso 4, give Government a free hand in framing the present leases. That is to say that Mal Jotedars have no legal claim to any greater degree of permanence, heritability and transferability than Government see fit to grant to them in these leases; and as will be seen when I discuss the new leases, while Government has evinced no present intention of combating the belief that jotes are permanent tenancies it has now made it clear that the right of transfer is by no means an absolute right and will not be so granted.

There is one other important point which must be referred to. From time to time the jotedars of the Western Duars have petitioned Government to grant them the right of partition and separate accounts asserting that jotes are estates and that they, the jotedars, ought to have the rights of land-holders or proprietors in this respect.

This claim has always been emphatically denied and refused, and from the foregoing account of the history of the tenure it will be clear that Government are justified in this attitude. It will, I think, be useful to reproduce here the pronouncement of Mr. Lewis on this point in 1890, as it exactly describes the real position of jotedars and sets forth more fully than any subsequent Government order the attitude of Government towards the question:—

"In one sense the jotedars are holders of land, but they are not land-holders as contemplated in the *butwara* law. A jote in the Duars is indivisible; there may be sharers within it who hold separate lands, and persons may have themselves entered in our *towjee* as having a certain interest in the jote; but such interest is never recognised as entitling the sharer to be entered in the *towjee* as in possession of specific plots of land, nor can a share-holder claim, like the owner of a permanently-settled estate, to have certain specific lands marked off as representing his share and to have such portion treated as a separate estate on the *towjee*. While, then, we have allowed persons to combine for the purpose of reclaiming waste and allowed the sharers to divide the land amicably amongst themselves and even to record themselves as possessed of a certain interest in the jote, the jote has always been considered one and indivisible, and we have always refused to accord official sanction to the division of land within the jote, or to recognise officially in any way the partition of jotes into specific portions

Cases are found where it would be desirable to make partitions in the interest of good administration of the estate. Such cases were considered at the time of Mr. Sunder's settlement, and the Lieutenant-Governor was inclined to look favourably on a proposal to partition large jotes in which district groups of cultivators held ring-fence shares of not less than 50 acres, such partition being made "not as a judicial proceeding, but as an

executive act." He was not however willing to consider the question till after the completion of the settlement. As far as I have been able to ascertain, this aspect of the question was not revived, though on several subsequent occasions the jotdars repeated their request for the grant of the right to partition.

There are two classes of cases in which I consider it would be advisable to split up jotes :—

- (1) Cases similar to those above alluded to, *i.e.*, where distinct groups of resident cultivators hold distinct ring-fence shares in jotes above the normal size, provided that no such share be less than 10 acres. This limitation is in accordance with Notification No. 1305 T. R. of 19th October, 1914, which lays down the rule for future settlements of waste land in the Duars that "No application for an area exceeding 25 acres or less than 10 acres shall be registered."
- (2) Where, as often happens, a non-resident capitalist has purchased or sold to a resident cultivator a ring-fence portion of a jote.

My reasons for suggesting executive partition by Government as landlord in such cases are that it is the avowed policy of Government now to reduce the size of jotes wherever possible, and settle them with resident cultivators. If my suggestion were adopted jotes held by resident cultivators and those held by absentee capitalists will be kept perfectly distinct and clause 4 of the new leases will operate to prevent any increase of the latter while directly fostering the increase of the former. This I conceive to be the desire of Government as landlord in the Western Duars.

In his final report Mr. Sunder does not allude to this question and it is only recently I have been able to find the old papers, which show that partition as an executive act was favourably considered by Government in 1890, though never actually attempted. When this settlement began, the jotdars on two occasions revived their old claim and though the question of executive partition was mooted by me as a new proposal it was considered that the time was inopportune for showing any weakening on the question of partition of jotes. I think, however, that to take such executive measures in this direction as may the better enable Government to carry out its policy as landlord of this estate, is not incompatible with a firm attitude on the question of the jotdars' claim to partition as a right.

I have traced the history of the jotdari tenancy down to the present settlement. In the chapter describing the new leases now framed by Government will be found a full discussion of the position of jotdars as a result of these proceedings.

Chukanidars or Mulandars.

87. Mr. Tweedie, the first Deputy Commissioner of the annexed territory, defined chukanidars as follows :—"The tenants so called are those who hold farms for a fixed term being more than one year, paying to the jotdars for each year of occupancy an ascertained money rent. The rights of such tenants are clearly of a temporary nature and exist only by force of the contract which may have been made between the tenants and the landlords. It is not a palpable right nor is it a transferable one except with the permission of the jotdar. The Chukanidar or Mulandar of Bhutan thus corresponds with the ordinary farmer for years of England, and the incidents belonging to the state of the former are in nearly all points the same as those which characterise the latter."

During Beckett's Settlement Chukanidars were merely recorded in the *chittas* with the amount of land occupied by them. That settlement made no attempt to define the incidents of this tenancy in general, the Government orders being to record the rights only of such chukanidars, as claimed and proved occupancy. No chukanidars did actually prefer such claims. It was however ordered in 1872 (Government of Bengal, to Board of Revenue, No. 5109 of 4th December, 1872,) that the rents of chukanidars were to be

fixed for the term of the settlement and extracts from the settlement papers showing area and rent should be given them.

The question of the rights of chukanidars and other kinds of under-tenants came up again at the conference held in Jalpaiguri in 1874, alluded to in a previous paragraph and it was then decided to postpone a general enquiry on this point till after the impending settlement; meantime a list of the sub-tenants recorded in the forthcoming settlement was to be made, and to all who could show 12 years' occupation prior to the settlement the right was to be granted of holding their land during the period of the settlement at rates which the Settlement Officer, acting as an arbiter, would fix—such rates not being liable to enhancement during its currency.

The intentions of Government with regard to chukanidars were made quite clear in their No. 968 of 10th April, 1878, to the address of the Board, wherein it was stated that—"It was also determined—that at the next settlement the rents of the actual cultivators of the soil (not being mere *adhiaars*) should be recorded and that such cultivators should be protected from any enhancement of rent during the term of the settlement."

More precise instructions were conveyed in letter No. 893 T. of 18th July, 1878, in the following terms:—"The Lieutenant-Governor therefore directs that the rights of all classes of tenants, and the rates to be paid by them, whether they have held for 12 years or not, shall be determined and recorded by the Settlement Officers. The only class of under-tenants for whom rates need not be fixed are the *projas*, who merely share the produce with the raiyat or jotdar, as the case may be, and who are labourers rather than raiyats. The rents of the under-tenants should be fixed so as to give the jotdar fair profits, but the jotdar should have no power of enhancing the rents of his under-tenants during the currency of the settlement. Ten years is not by any means an extravagant term for which to fix the rents of all classes. The jotdar can reclaim the waste within his jote, and settle new raiyats on that upon any terms he likes. But all cultivating under-tenants on the ground at the time of settlement must be protected. The jotdars are not in the position of zemindars, but are half farmers and half Government tenants. Government has given them a security of tenure such as they never had under the Government of Bhutan, and must insist on their conforming to equitable arrangements with the actual cultivators. The creation of a healthy tenant right in the Duars should be the principal object of the present settlement."

At the same time it was decided that no kinds of sub-tenancy other than that of "chukani" would be permitted in the tract.

In pursuance of the Government orders above quoted the fixation of the rents of chukanidars was taken up. The Commissioner proposed to adopt the Cooch Behar system of assessing the jotedar first, then allowing him 50 per cent. profit in assessing the chukanidars, and the chukanidar in turn 30 per cent. profit in assessing their under-tenants if any. The Lieutenant-Governor however considered that the proper course would be to maintain the existing rents of the cultivators, unless and until the jotdar or chukanidar could show that his assessed rent left him less than 50 per cent. profit or 30 per cent. profit as the case might be. In that event detailed enquiry was to be made and fair rents fixed for all grades. At the same time the Commissioner proposed to strengthen the position of the jotedar in respect of the realisation of his rents and to afford protection to under-tenants who paid up punctually. He suggested that kist days for chukanidars should be fixed and that defaulters should forfeit their interest in the jote, and be debarred from bidding for the jote should it be sold for the default of the jotedar.

On the other hand he proposed that the interest in the jote of a tenant, who paid his rent, should not be affected by the default of a superior tenant. These proposals were generally approved by Government in their No. 286T. of 5th June, 1879.

The position of the chukanidars was clearly very vague up to 1880, inasmuch as hitherto beyond a recognition that they were entitled to acquire a right of occupancy, as defined in Act X of 1859 (which Act, be it noted, did not apply to the tract) and that their rent should be fixed when making settlement with the jotdars and not be liable to enhancement during the period of the

settlement, no clear definition of the incidents of the chukani tenancy had been framed.

The 1880 lease, however, made a definite beginning in the creation of that "healthy tenant right" which Government in 1878 had declared to be the principal object of that Settlement. In clause 6 it was provided that a jotedar must give to his chukanidar the same promise of renewal of his lease as Government gave to him *i.e.*, that he will be entitled to renewal on such terms as Government may think fit. Clause 8 made it compulsory on the jotedar to give every chukanidar a *patta* in which were to be included certain terms, which were in effect those proposals of the Commissioner approved by Government in their No. 286T., above mentioned.

The settlement of 1880 was not confirmed so that it can not be held that these rights accrued to the chukanidars at that time. It would apparently be one of the principal objects of the next settlement (Mr. Sunder's) to define and establish the chukanidar's position. But the letter of Mr. Lewis, in which he sends up his proposals for that settlement—No. 352 R. C. T. of 23rd October, 1888 comes as a surprise for he boldly defines as a chukanidar as "a person who holds within a jote on very much the terms as the same jotedar himself; his title is permanent, heritable and transferable; it accrues on his entering into possession; his original rent is a matter of contract, but it is not enhanceable during the currency of the settlement but may be enhanced at re-settlement. The jotedar has no power to resume land, that is the prerogative of Government alone, who may resume land in a chukani in the same way as joto-land may be resumed."

This is a tremendous step forward from the somewhat tentative measures of 1878 and 1880. The Commissioner arrived at his definition largely by analogy. His investigations led him to draw a close parallel between the chukanidars of the Duars and the Itmandars of Chittagong, a district he knew well. Analogies are sometimes misleading and in this case the Commissioner appears to have reasoned somewhat in advance of the proved facts, and in ignorance of the previous correspondence which he admits was not accessible to him owing to his Record Room having been destroyed by fire in 1878. Nothing shows this more clearly than the status accorded to chukanidars in the Waste Land Leases framed in the same year. Here Government were dealing with prospective chukanidars, unhampered by considerations of pre-existing rights, and it is here that we must look for the official idea of what a chukanidar should be. Clauses 11 and 12 of that lease secure to the chukanidars the same promise of renewal *i.e.*, the same degree of permanence as that given to the jotedar, but forbid sub-infeudation. No right of transfer or inheritance is given.

None the less the description given by Mr. Lewis of what he believed to be the *de facto* rights of existing chukanidars considerably influenced the attitude of Government towards existing chukanis within Mal Jotes; and it should be observed that both in the A. W. L. Leases and the Mal Jote Leases the initial rents of new chukanidars were left to be settled by contract, just as Mr. Lewis had defined. It must however be noted that Mr. Lewis subsequently recanted. In a letter of instructions to the Settlement Officer in 1891 he wrote as follows.—"My first impression regarding chukani tenures obtained after an examination of such papers relating to the past settlement as were available was that the tenure is a permanent one, held under a written and a fixed rate of rent. I thus described them in my preliminary report to Government and under this impression the order alluded to was passed enjoining the record of existing rates. Experience has however shown me that my first impression was a mistaken one and that, though theoretically the tenure may be such as I have described above, in reality it is of a different character. A written lease is apparently never given, etc."

I have not, however, been able to find that these revised views were formally communicated to Government, and section 644 of Mr. Sunder's report indicates clearly that they were not.

"644. Chukanidar—The tenant immediately below the jotedar is the chukanidar or mulandar. The rent payable by him has been fixed for the term of this settlement. His title to his holding is heritable and transferable. He is not allowed under the provisions of the jotedar's lease to sublet the

whole or any portion of his tenure under pain of immediate forfeiture of such tenure ; but he is permitted to employ *adhiars*. Of this class of tenant the Government of Bengal wrote in letter No. 535T.-R., dated the 12th September, 1892, as follows :—"The Lieutenant-Governor accepts your description of their present position, and agrees that it should be laid down that *chukanidars* have a permanent tenure and are entitled to retain their holdings through the settlement, subject to the condition that the rents paid by them can be enhanced if they do not already pay 50 per cent. above the *jotedari* rates."

In a letter to the Commissioner in the same year Mr. Sunder wrote:—"In my opinion we should not trouble ourselves at present to record the rights of *chukanidars* because I am satisfied that they possess no definite rights."

It seems clear that the incidents of the *chukani* tenancy as defined in Mr. Sunder's settlement proceedings and confirmed as valid by Notification No. 964T.R., were not so much a description of the traditional rights of *chukanidars* as an enunciation of the policy of Government towards this class and summarized the rights with which Government had decided to invest them.

These incidents I shall now endeavour to state clearly.

First, as regards permanence, it is clear that the *chukani* will always be in the same position as the *jote* containing it, unless Government at any time see fit to make use of the powers reserved by paragraph 18 read with para. 1 of the Notification confirming Mr. Sunder's report, to modify this right in the body of a lease granted to *chukanidars*.

Although it is nowhere specified that *chukanis* are heritable, the right to inherit had undoubtedly accrued by custom even before the extension of the Tenancy Act. It is to be observed that in the case of A. W. L. *Chukanis* custom is the only sanction for inheritance.

The right of transfer has never been granted to *chukanidars* and does not in fact, and with all deference to Mr. Lewis, never in my opinion did exist. *Chukanidars* can not transfer their interest without the *jotedar's* consent. In respect of these three cardinal points the settlement just concluded makes no new departure in principle. The degree of permanence allowed to a *chukanidar* is still the same as that granted to a *jotedar*, while the right to inherit is now clearly stated and the right of transfer is specifically refused.

Sub-infeudation by *chukanidars* had always been prohibited by Government, though the question of what to do with pre-existing under-tenants was never fully decided for reasons which will be given further on in this chapter. In the Notification in Appendix 5 of Mr. Sunder's report, sections 6, 7 and 18, there is some inconsistency in the provisions relating to sub-infeudation, which has been entirely cleared away by the leases of this settlement. Thus, while it was clearly stated that *jotedars* in giving leases to *chukanidars* must expressly stipulate that they are not to sub-let, it was simultaneously stated that *jotedars* may settle new cultivators on any terms they please, and in section 6 the *chukani* is described as an intermediate tenure between the *jotedar* and the actual cultivator. Mr. Sunder's definition of a *chukanidar* above-quoted, and the orders of Government quoted by him when describing *dar-chukanidars*—"The Lieutenant-Governor approves your proposal that the newly-created under-tenure of *dar-chukani* and *dar-a-dar-chukani* in the Duars Estate should be absolutely ignored, inasmuch as these tenures have been made contrary to the express orders of Government"—as well as the provisions of the A. W. L. Leases on this point, make it perfectly clear what the intention of Government at the time was. The policy of Government in this matter is still the same and the new leases explicitly forbid *chukanidars* to sub-let.

But the point which has given rise to most discussion during this settlement is the question of the fixation of rents for *chukanidars*. As this important subject will be fully dealt with in the Chapter on Assessment, it will suffice here if I briefly enumerate the principal conclusions without showing how they are arrived at.

The policy of Government enunciated in 1878 has been carried out and will I expect always be adhered to, namely that at each settlement the rents payable by *chukanidars* are fixed for the period of that settlement and are not liable to enhancement during its currency.

The margin of profit allowed to jotdars at Mr. Sunder's settlement was 50 per cent. as originally proposed in 1878 by the Commissioner. This scale has been retained during the recent settlement.

The permission granted by Mr. Sunder and by the A. W. L. Leases to jotdars to fix initial rents of new chukanis by contract was found to have been used by many jotdars to secure a much higher profit than 50 per cent. Although these contractual rents have had to be recorded and upheld as legal, this permission has now been rescinded and all new chukanis in future will be settled on the basis of the classification of lands used in the jotdars' *khatian* and at rates which shall not exceed by more than 50 per cent. the rates at which the jotdar's rent is assessed for the land sublet.

Finally the position of chukanidars has been made quite clear and definite by the grant of leases to them setting forth in full the incidents of their tenancy; and by giving them copies of the settlement *khatians* and rent slips, showing how their rents have been calculated, they have been armed to defend themselves against illegal exactions.

It may now, I think, be fairly claimed that the wish of Government expressed in 1878 has been fulfilled and that in fact "a healthy tenant right" has been established in the Duars.

Derivative Chukanidars.

88. In 1872 when reporting on Beckett's Settlement the Commissioner of Cooch Behar Division wrote to the Board as follows:—"At the time the settlement was commenced it was supposed that the lands in the Western Duars were divided amongst jotdars, chukanidars and dar-chukanidars (the three classes of tenures being one below the other) * * * * *. As the enquiry progressed with the settlement it was found that there were no dar-chukanidars in the Western Duars." This statement must be accepted as an accurate statement of fact. Whence then arose the dar-chukanidars, who in spite of Government prohibition of subletting by chukanidars from time to time keep cropping up in subsequent discussions, who were defined by Mr. Lewis and Mr. Finucane as holders of a permanent, heritable and transferable interest within the chukani, and by Mr. Sunder as a class of tenant holding directly from chukanidars but possessing no rights? For the solution of the mystery we must refer to the note drawn up by Mr. Tweedie, the first Deputy Commissioner of the new district. He wrote as follows:—

"There are three classes of under-tenants distinguished from each other (1) by length of time, that is to say, the time for which the tenements are held by the lessees, (2) by the mode in which the rent reserved in the tenements is paid by the holders.

The classes are (1) Chukanidars or Mulandars.

(2) Raiyats.

(3) *Projas*."

After defining the chukanidars he goes on to say "In downward gradation next come the raiyats. This word is not used in the district as in other parts of Bengal as a general term applicable to various kinds of cultivators. Here the word means a tenant by the year who pays to the jotedar a yearly money rent for the land held by him. He thus differs from the chukanidar who holds for a term of years. He also differs from the last and lowest description of rent-paying tenant, namely, the *proja*, in the following respects:—

- (1) The raiyat is a tenant for a year, while the *proja* is in theory, whatever he may be by interpretation of law, a tenant at will.
- (2) The raiyat pays money rent while the *proja* pays in kind half the produce of all his fields to the jotedar, his landlord.
- (3) The raiyat is a man of some capital and as such conducts his agricultural operations at his own expense; while in the case of the *proja* the seed and often the ploughs and animal labour are supplied by the landlord."

Following these definitions Beckett's Settlement recorded the raiyats as "rai-yats" and failed to identify them with the class of dar-chukanidar they were told to look for. In 1872 Government passed orders securing the "rai-yats" in their holdings for the period of the settlement at the rents then fixed for them and it was apparently intended to protect and retain this class; but from later correspondence it is clear that this class was subsequently divided arbitrarily and without any reference to Government into chukanidars and dar-chukanidars according as they held directly under jotedars or under chukanidars. Had Mr. Tweedie's empirical definitions and the proceedings of Mr. Beckett's Settlement been adopted as the basis of all subsequent settlements and inquiries, the myth of a permanent heritable and transferable tenancy, known as "dar-chukani," would never have arisen, but we should have had a recognised class, resembling the non-occupancy under-raiyats of the Tenancy Act, forming a link between the *proyas* and the more permanent upper grades of jotedar and chukanidar. As it was, this class officially disappeared, those holding direct from jotedars being nominally included in the category of chukanidars, and the others being similarly formed into the hitherto missing class of dar-chukanidars. But it is clear that the jotedars and chukanidars attempted to suppress the new class, because in the Government order ratifying the Mal Jote Lease Form (letter No. 965 L.R. of 24th July, 1891,) we read "As there are no dar-chukanidars the provision in clause 8 for the payment by them of rent to the chukanidars should be omitted." In spite of this Mr. Sunder records in paragraph 663 of his report that there were 3,739 dar-chukanidars holding 18,254 acres of land.

The term raiyat persisted up to the beginning of Mr. Sunder's Settlement. Mr. Lewis was unable to find the origin of the term and believed it had originated through a mistake as no so-called raiyats existed in his time. On the other hand, in sending up his settlement proposals he defines the raiyat as "A cultivator who pays a money rent and can acquire rights of possession in his holding after 12 years' occupancy—A raiyat has no rights until he has been 12 years in occupancy except that he can not be ousted as long as he pays his rent except under decree of Court." At the same time he defined the dar-chukanidar—who, he it noted, was also found non-existent by Mr. Sunder—as the holder of a permanent, heritable and transferable right within the chukani. It may, I think, be safely concluded that the "rai-yat" had actually existed as a separate class but had as such disappeared, while the dar-chukanidar as defined by Mr. Lewis had never existed at all save on paper, the so called dar-chukanidars being merely the remnants of the old raiyat class under a new name.

Mr. Sunder's definition of a dar-chukanidar bears out this view—"646. Dar-chukanidar. This class of tenant holds direct from the chukanidar. He has no rights."—especially the Government order quoted by him in the course of his definition, namely—"The Lieutenant-Governor approves your proposal that the newly-created under-tenures of dar-chukani and dar-a-dar-chukani in the Duars Estates should be absolutely ignored, inasmuch as these tenures have been made contrary to the express orders of Government."

And ignored they were accordingly. During this settlement the names of such tenants, where found, were noted in the *khatian* of their landlords opposite the plots they hold, but exceedingly few were found, practically all being within the jote of Colonel Hedayet Ali, where the chukanidars were in many ways equivalent to jotedars elsewhere. It is I think a certainty that the spread of the *adhiari* system has crushed out this class and that it will soon entirely disappear. The rights they possess are those of non-occupancy under-raiyats, they hold from year to year and have persisted chiefly because they have by custom the right of inheritance.

It would be possible with these words to dismiss this small class of cultivators entirely from further notice, and indeed such a long description of them would have been superfluous, had it not been that Notification No. 964 T. R., extending the Tenancy Act, definitely recognises them in its enumeration of the classes of tenants whose rights and obligations as defined in settlement proceedings heretofore approved by Government are enforceable notwithstanding anything contained in the said Act. As some question of legal status or of the incidents of the tenancy might in future arise, I have

thought it advisable to go into the question in some detail. I may state, however, that no such question has hitherto arisen, nor in my opinion is it likely to arise. Chukanidars are forbidden to sublet on pain of forfeiture of their interest, so the dwindling ranks of the dar-chukanidars should receive no further recruitment. The area held by this class had fallen since Mr. Sunder's time from 18,254 acres to 14,291 acres in 1910, and I believe considerable reductions have gone on ever since.

Adhiars or Projas.

89. In the last paragraph I quoted Mr. Tweedie's definition of *projas*. The terms "proja" and "adhiar" have always been interchangeable.

It will be observed that although Mr. Tweedie recognised the *proja* as a tenant as distinct from a hired labourer, he gives no account of his rights, and I think it must be admitted in the light of subsequent events that no rights of any kind were customarily recognised as appertaining to this tenancy in those days.

In considering the results of Beckett's Settlement, in the course of which *adhiars* were merely recorded by name, the following order of Government was passed (No. 5109 of 4th December, 1872, to the address of the Board of Revenue):—

"For the *projas*, who mostly hold under the raiyats, pay a corn-rent, and often till with the raiyat's cattle, no special protection can be given at the present settlement beyond any twelve year occupancy right they may have in accordance with the terms of Act X of 1859. Their position may, however, be considered hereafter."

It should be noted that, although the Government Resolution on the Land Revenue Administration Report for 1870-71 would lead one to think otherwise, Act X of 1859 was never formally extended, and in 1878 it was recognised that it was not in force in the Duars. This fact was re-affirmed in 1888 when the legal position prior to the inception of Mr. Sunder's Settlement was under consideration.

So, however, instructive it may be as a declaration of policy, the above quoted order did not confer any tangible boon on the *projas*.

In 1874 at Sir Richard Temple's Jalpaiguri Conference previously referred to, *adhiars* were specifically excluded from the protection which it was resolved to give to under-tenants at the forthcoming settlement, and in the Government order confirming those resolutions this significant phrase occurs—"the actual cultivators of the soil (not being mere *adhiars*)."

The Government of Bengal further, in their letter to the Board, No. 893T., dated 18th July, 1878, directed as follows:—

"The only classes of under-tenants for whom rates need not be fixed are the *projas*, who merely share the produce" (the pleasantry was apparently unavoidable) "with the ryot or jotdar, as the case may be, and who are labourers rather than ryots."

The next reference of importance to the *adhiari* question occurs in Board's letter to Government, No. 743A., dated 27th August, 1884, where they point out the evils of the system of cultivation by *adhiars* or *bhoali* tenants. Government replied, however, that the system was the only possible one in newly-settled countries and was working successfully in other parts of Bengal. They admitted that at a certain stage in the progress of agriculture defects in the system became apparent.

In 1888 prior to Mr. Sunder's Settlement the *adhiar* came in for his full share of discussion and a more or less vague policy for the raising of his status was adumbrated.

Mr. Lewis in his proposals deals at considerable length with the position of the *adhiar* and his views are worthy of reproduction. He begins by saying that "as regards the mere *adhiar* he has no rights to be recorded, but his name should appear in the settlement papers and he should have the same privilege as a non-occupancy raiyat, namely, he should not be liable to eviction so long as he pays his rent;" further on he defines the *proja* as one who "has no rights; he is an *adhiar* who pays a corn-rent in the shape of half produce." Such were the conclusions resulting from his enquiries into the existing

incidents of the *adhiar's* tenancy. He did not, however, recommend that this unsatisfactory state of affairs be allowed to continue. Wide local enquiry had convinced him that a solution he had considered possible, namely, commutation of rent in the case of *adhiars*, who had held the same land for years, would not be at all successful as local opinion was dead against it. He believed that if left to itself the *adhiari* system would work itself out as it had done in Chittagong, but he recommended that the Settlement Officer be instructed to encourage *adhiars* to seek commutation. The chief burden of the *adhiars* as a class he found to be their debt to their landlords largely due to exorbitant rates of interest and he suggested that the Lieutenant-Governor should by executive order prohibit courts from decreeing more than 12 per cent. in such cases.

In sending on these proposals to Government Mr Finucane went further and recommended that any *adhiar*, who was found to have been 12 years in possession of any land should be recorded as the possessor of occupancy rights within the jote. He did not however anticipate that *adhiars* would venture to assert such claims. He further recommended that commutation be allowed whenever asked for, but as before he did not anticipate that any *adhiars* would venture to ask for it. But while making these recommendations he frankly states "Under the conditions described by the Commissioner I do not think that much will be gained by efforts to raise the position and status of these *adhiars*. Such of them as may be able by thrift to save a little money have already an opportunity to acquire land which they can cultivate on easy terms at a money rent and can thus better their condition, and those who are so poor or helpless that they cannot raise themselves in this way, are not likely to be much benefitted by any arbitrary rules which Government may prescribe in their favour. I would therefore merely note their names as *adhiars* against the lands they are found to cultivate in the year of survey; where they have been found to be 12 years in possession of any land whatever under one jotedar the fact should be noted and they should be recognised as occupancy tenants of any land they may cultivate at any future time in that jote. Further if they apply for commutation of their corn-rents to money-rents, such commutation may be made."

As regards limitation of the rate of interest he advised that the report of the Settlement Officer be awaited after going into the facts.

That Government had no immediate intention of moving in the matter is clear from the wording of the A. W. Lands Leases framed in that year, wherein chukanidars are promised no obstruction "in the employment of *adhiars*, *projas* and other labourers supplied with seed and paid by giving them half the crop." The Mal Jote Leases of Mr. Sunder similarly refer to the "employment" of *adhiars*; but the description of the *adhiar* contained in his report, though it begins with the traditional tag—"This tenant has no rights," is not altogether the description of a mere labourer or farm-servant, and contains this most important utterance:—

"He pays rent in kind, namely half of all crops he may grow on the land which is allowed to him."

Mr. Sunder does not however claim that his Settlement has done anything to improve or even to define the status of this unfortunate class, nor does he suggest that any such efforts are desirable.

The next mile-stone in the *adhiar's* progress was Notification No. 964T.R. of 5th November, 1898, extending the Tenancy Act with certain limitations to the Western Duars. This notification speaks of jotedars, chukanidars, dar-chukaindars, *adhiars or other tenants* of agricultural land, and as it was a Tenancy Act Notification, the word "tenant" was presumably used in its technical sense. This cannot of course be taken as a ruling that all *adhiars* are tenants under the Act, but at least it disposes of the prevailing heresy that all *adhiars* are merely labourers and have no tenant rights.

As however the application of the Act was to be limited by the definition of the rights and obligations of these various classes of tenant contained in settlement proceedings theretofore approved by Government or with the terms of leases theretofore granted by Government it would seem *prima facie* that the dictum of Mr. Sunder and the wording of the notification and

leases above referred to were intended to be perpetuated to the eternal damnation of the *adhiar*. It is true that the Advocate-General at the time held that although prior to 1898 *adhiars* had no rights they would by virtue of Notification No. 964 T.R. be able to acquire occupancy rights under the Act, but in giving this opinion he was only reviewing the situation arising from the fact that no leases had ever been granted by Government to *adhiars*; the limitation imposed by rights and obligations defined in settlement proceedings was not under consideration by him.

It is worthy of note that in the final report of the Darjeeling Terai Settlement and in the notes and resolutions thereon in 1898 the references made to *adhiars* do not suggest that any progress had been made towards the recognition of that class as something superior to mere labourers.

From that date to the commencement of the present settlement the question lay dormant. But one significant circumstance is noteworthy, namely that the Civil Courts treated as rent-suits all suits brought by Jotedars for recovery of their share of the crop, and in various decrees *adhiars* were alluded to as tenants.

It will be clear from the foregoing narrative that while on the one hand nobody had ever succeeded in finding that any rights were actually owned and exercised by *adhiars*, on the other hand there was a general feeling that something should be done to secure to those people some sort of tenant-right in their lands. Nothing came of the various proposals made, and when this Settlement began we found the *adhiars* in exactly the same position as Tweedie described in 1864. In the 1880 Settlement, *khatis* were given to all *adhiars* but in 1888 Major Boileau reported that in 90 per cent. of cases the lands had since changed hands. This experience, no doubt, accounts to some extent for the almost exclusively academic nature of the subsequent discussions and pronouncements on the subject.

The question which this settlement set itself to solve was whether *adhiars* really had any legal rights which could be secured to them; if not, whether a beginning could not be made in the policy of creating a healthy tenant right for this class. All the previous discussions above described related to the Western Duars. In the zemindary area, the problem had never been considered. The Settlement Report of the Chaklajat Estate, written by Babu Harendra Narayan Choudhuri of Cooch Behar, does not discuss the question. Neither in the Chaklajat Estates nor in Cooch Behar itself had it apparently arisen. It may well be that when those settlements were going on *adhiars* were a comparatively small class. In the Western Duars, whereas Mr. Sunder found 22,170 *adhiars* in occupation of 71,366 acres, this settlement recorded 32,408 *adhiars* occupying 134,355 acres, but it is certain that very many were not recorded at all, and owing to a misunderstanding of orders by some of my staff many names of *adhiars* were deleted from the record at the stage of Field Bujharat on the ground that they were not then found. Whatever may have been the extent of the system in the past I calculated in 1912 that $\frac{2}{3}$ of the cultivation in the zemindary areas was done in this way.

We were therefore confronted with a double-headed problem. In the Western Duars we had some past experience, some sort of ill-defined policy to guide us; but in the area to which the Tenancy Act fully applies we were tackling the problem *de novo* without any local precedents of unquestionable validity. The decisions arrived at and the action taken in the settlement of 4 private estates in Rangpur just before the beginning of this settlement though of great interest, could not be acted upon in Jalpaiguri as precedents. Before stating what we did, I would draw attention to three points in criticism of the proposals of Mr. Lewis and Mr. Finucane above described.

(1) The enormous growth of the system during the past 20 years, with the almost entire disappearance of the lower grades of cash-paying tenants and a marked proportional decrease even of the chukanidars, has entirely belied the hope expressed by Mr. Lewis that the system would work itself out. It shows no sign of doing so.

(2) Mr. Finucane's reassuring reflection, that *adhiars* who by thrift achieve independence can settle on lands of their own, is no longer an argument for *laissez-faire* in the Western Duars where the settlement of

waste land has been stopped ; and it has no application at all to the zemindary areas.

(3) The widespread introduction of jute as a crop and the extension of tobacco cultivation make it no longer accurate to describe the *adhiar* as a man paying a corn-rent, and increase the practical difficulties in the way of commutation. I may add that public opinion is still as strongly opposed to such a course as it was in the time of Mr. Lewis, probably more so.

I have endeavoured to make clear the position of *adhiars*, and the attitude of Government and local custom towards them prior to the inception of this settlement. I shall now outline as briefly as possible the discussions which arose during this settlement, the policy adopted, and the results achieved.

The spirit in which this problem was approached was strongly antagonistic to the popular conception of an *adhiar*. It was felt to be intolerable that an agricultural system, which was extending and establishing itself with such remarkable rapidity as the *adhiari* system has done during the last quarter of a century, should deny all rights in the land to the class which form the basis and backbone of any community carrying on agriculture under its auspices. It was resolved that this settlement must at least make a beginning in the eradication of this gross injustice. In the course of the discussions that paved the way for definite orders some misunderstandings arose from failure at all times to distinguish between the *de facto* incidents of an *adhiar's* tenure according to local custom and usage, and the *de jure* character with which it was considered desirable and feasible to invest it at the present stage, and the criteria to be adopted for the purpose ; but such misunderstandings merely delayed they did not prejudice the decision. Such was the unanimity and rigidity of local opinion on the question that, pending the collection of information on which to base a definite policy, all *adhiars* were at first merely recorded in the *khatians* of jotedars and chukanidars in the column for subordinate interests in occupation of plots. Such a record was sufficient for the preparation of separate *khatians* if such were subsequently decided upon. At the same time a register of *adhiars* was kept in which the length of time for which he had held the same lands was noted, as well as the facts about the possession of cattle and ploughs, the custom regarding advances, seeds, housing and arrangement of what crop was to be grown year by year. It further transpired that in many cases written agreements were drawn up and a large number of these were collected. A selection of these agreements were submitted to the Legal Remembrancer by the Director of Land Records along with a full note on the whole question ; and he expressed the opinion that these documents created tenancies within the meaning of the Bengal Tenancy Act, and that *adhiars* would in general be found to be yearly tenants. He did not however suggest any lines of division to be followed with regard to the rights of such *adhiars* as might be found to be tenants but he stated that their relations with their landlords would be regulated by custom and contract.

Subsequent investigation showed that it would be unsafe to build too heavily on the foundation of those documents. It appeared that in most cases where such a document was executed the *giri* was forcibly converting a cash-paying tenant into an *adhiar*—a common tendency throughout the district. Such *kabuliyats* were invariably found in the possession of the *giri*, and no corresponding document was found with the *adhiar*. The essential features of those *kabuliyats* were that the *adhiar* bound himself to repay advances, deliver half the crop, obey orders, properly cultivate the land, and vacate it at the end of the contract ; his use and occupation of the land being guaranteed for one year or longer as the case might be. The language used and amount of detail incorporated were found to depend on the education and legal experience of the particular *dewaniya* or tout who wrote the document. But though the actual words used in such *kabuliyats* might not be a sound basis for argument, the fact that such *kabuliyats* were by no means uncommon went far to contradict the popular definition of an *Adhiar* as a mere labourer.

The opinion above quoted was an important pronouncement and it afforded a definite basis on which to build up a policy.

In the Western Duars, where the Tenancy Act only applied to certain lands and only in a restricted manner to them, and where no classification of tenants under chapter II was being made, it was decided that separate *khatians* should not on this occasion be opened for *Adhiars*, but that a clause should be inserted in the new leases of Jotedars and Chukanidars definitely stating that *Adhiars* who cultivate with their own ploughs and cattle shall be deemed to be tenants including protection from eviction except by their own consent or under the orders of a Civil Court.

In the zemindary area where the Tenancy Act fully applies, it was decided to open separate *khatians* for all *Adhiars* who possess their own ploughs and cattle and to bring them within the classification of chapter II of the Act classing as Raiyats all those whose landlords do not satisfy the Tenancy Act definition of Raiyats, and as Under-Raiyats all those whose landlords are already classified as Raiyats.

The adoption of the criterion of "independence in the matter of ploughs and cattle," as the touchstone of tenant-status, was not arrived at without considerable correspondence and discussion. The first proposal was that all *Adhiars* who had held the same land for a period of years—12 was the number suggested as it had figured in previous discussions of the question and had actually been adopted in the Cooch Behar Tenancy Act as a criterion; *vide* also section 603 of Sunder's report—and who were independent in the matter of ploughs and cattle, might safely be recorded as tenants. In support of the contention that a period of time was a desirable condition it was pointed out that the vast majority of *Adhiars* were annually on the move and rarely stayed for more than a season or two on any one bit of land. In this connection Major Boileau's report of 1888 above quoted is interesting, *i.e.*, that between 1880 and 1888 in 90 per cent. of cases the lands of *Adhiars* had changed hands. It was further pointed out that in Western Duars many of the *Adhiars* are ex-Teagarden coolies, who almost invariably possess cattle when they leave the garden, and usually drift from one *Adhiari* to another till they find a place to suit them, where they settle down.

All these points were duly considered but the Board decided that independence was the only criterion which could not be evaded by hostile landlords, and they were not prepared to take the drastic step of declaring *all Adhiars* to be tenants.

This general recognition is the ultimate goal of the policy now definitely inaugurated, but there are difficulties to be overcome before that goal can be reached, in the Western Duars at least. In the zemindari I anticipate that it will not be long before all *Adhiars* are definitely classed as tenants by Law. But before anything more can be done in the Duars the anomaly of issuing A. W. E. Leases, wherein *Adhiars* are described as labourers supplied with seed and paid by giving them half the crop, side by side with the new Mal Jote Leases, wherein it is provided that *Adhiars* who cultivate with their own ploughs and cattle shall be deemed to be tenants, must be removed.

The results of our present actions in the zemindari area put into figures are as follows :—

Total No. to whom <i>khatians</i> were given	...	...	19,228
Classed as Raiyats	...	...	9,681
Classed as Under-Raiyats	...	...	9,547

During recovery I had a careful enquiry made to see how many of these *Adhiars* were still in undisturbed possession of their lands. In certain localities I had heard that the landlords had ejected every *khatian*-holding *Adhiar* neck and crop; but apparently they thought better of it, for the recovery officers reported that all *khatian*-holding *Adhiars*, whom they looked for, were still there.

We may safely say that the action we have taken has been acquiesced in by the Jotedars; and there are signs that already the *Adhiars* have begun to realize and appreciate the boon conferred, inasmuch as a few cases have been brought under section 106 by *Adhiars* seeking to be granted *khatians*.

It should be clearly stated that the rapid growth of the *Adhiari* system is viewed with alarm and disapproval by Government, and that the deliberate aim of the policy now inaugurated is to check the further spread of a system

which is so economically unsound—in the zemindary areas, by replacing the helpless *Adhiar* of to-day by an *Adhiar* who has recognized tenant rights; in the Western Duars by discouraging cultivation by *Adhiars*, by reducing the size of *jotes* so as to eliminate the necessity for sub-infeudation, by increasing the area held by small resident cultivators, and lastly, as in the zemindary area, by converting the *Adhiar*, who has no recognised rights, into a tenant.

CHAPTER V.

The Assessment of the Western Duars.

90: The present settlement was primarily undertaken for the purpose of reassessing, the Western Duars where the current leases were on the point of expiring, and this was the most important branch of the work. In an Appendix Volume will be found the various reports, discussions and orders incidental to the assessment, with the statistics on which the work was based and detailed examination of the effects of the proposals fully described pargana by pargana. I shall therefore merely endeavour to give a clear narrative account of the assessment, omitting as far as possible the figures and details available in the appendices.

91. The first step in making a re-assessment is naturally to examine the existing assessment. Mr. Sunder's report affords very inadequate materials for doing this, and the deficiency was only partially supplied by the note of Mr. Nolan thereon. Complete papers relating to former assessments were not available when proposals were drafted for the present assessment, so our first task was to ascertain empirically in the fullest possible manner the effect of Mr. Sunder's rates and the extent to which we might adopt them as the basis for re-assessment, as well as to determine whether any enhancement was possible and justifiable, and in what direction it was to be looked for.

As our proposals were made without complete knowledge of the principles on which Mr. Sunder's rates were arrived at it will be unnecessary for me to attempt to give a full account of these principles.

Suffice it to say that Mr. Sunder's rates for the parganas of North and South Mainaguri and Chengmari were arrived at by distributing as equitably as he could an enhancement of 3 annas in the rupee in good taluks and 1 anna in bad, voluntarily offered by the jotdars themselves. The rents of chukanidars were fixed subsequent to those of the jotdars in a lump sum manner, so as to leave the jotdar a minimum profit equal to 50 per cent. of his own rent. *Jotes* were divided into 3 classes with a different table of rates for each, on the basis of relative fertility and relative advantage of situation.

In the remaining nine parganas a different principle of assessment was introduced by Mr. Nolan, the Commissioner. He held that to assess from the jotdar downwards was like beginning to build a house from the roof and therefore an illogical method of working.

Mr. Nolan was by no means the first local official to point out this objection to the traditional local practice of making settlement directly and primarily with the jotdars; but it had been accepted by Government as the only possible course on the ground chiefly that *adhiars* were in very many cases the real cultivators, and that they were obviously an impossible foundation for the structure. Mr. Nolan avoids this objection by stating that *adhiars* are really labourers and not tenants at all, and it is clear from Mr. Sunder's definitions and from the terms of the A. W. L. Leases of 1888 as well as from the Mal Jote Leases that this view was generally accepted at that time. This I think explains why Mr. Nolan succeeded in carrying out his policy of basing the assessment on the rents at the time payable by chukanidars in the remaining nine parganas, in spite of the earlier decisions of Government. In these nine parganas jotdars' khas lands were assessed at pargana rates, no differentiation of separate classes either of taluks or of jotes being made. These pargana rates were derived with slight modifications from the rates of the previous settlement in an entirely arbitrary manner but with undoubted moderation. It should be observed that although Government at the time compared the existing rents of chukanidars with the rents

which would result from assessing them at rates 50 per cent. above the sanctioned pargana rates for jotdars' khas lands no such assessment was in fact made.

Although certain figures relating to rise of prices were collected by Mr. Sunder to justify the enhancements made—figures which Mr. Nolan criticises unfavourably—the relation of the Government demand to the gross produce of the soil was not ascertained, nor was a full analysis made of the sources of the enhancement, most of which was said to be due to extension of cultivation.

Mr. Sunder's settlement thus divided the twelve parganas of the Western Duars into two groups, namely :—

- (1) North and South Mainaguri and Chengmari, which were styled Advanced Parganas.
- (2) Moraghat, Lakhipur, West Madari, Chakwakheta, Buxa, Bhatibari, Bhalka and Ambari-Falakata styled backward parganas.

Of the two distinct principles of assessment which characterise the latter group, namely, the use of pargana rates and the assessment of jotdars on the basis of chukanidars' rents, only the former is in any way connected with the distinction between advanced and backward parganas, the adoption of one rate only for each class of land in each backward pargana was due to the palpable impossibility of grading with any accuracy land in the first stages of reclamation and development, a difficulty which had not been felt in the parganas which had advanced a long way beyond the reclamation stage.

92. As explained in Chapter III this settlement began with an experimental block; then completed the advanced parganas and Ambari-Falakata; the remaining eight backward parganas being split up into two blocks for field work purposes, namely, (1) Falakata tehsil comprising the three parganas of Moraghat, Lakhipur and West Madari and (2) the tehsils of Alipur and Bhalka comprising the parganas of East Madari, Chakwakheta, Buxa, Bhatibari and Bhalka. Although the number of rate reports corresponds with the number of blocks into which the area was divided for working purposes, in the matter of assessment principles the Western Duars is now divided into three sections, namely :—

- (1) The advanced parganas.
- (2) The eight backward parganas comprised in the Falakata, Alipur and Bhalka tehsils.
- (3) Ambari-Falakata.

Within section 2 a number of special settlements fell to be dealt with, namely, the lands of Colonel Hedayet Ali, the *jotes* of Rai Upendra Nath Duadar, the Totos of Totopara, the Sonthal Colony and the Mech and Garo Colony. These I shall describe one by one after dealing with the main question of the assessment in the three important groups.

93. There is one circumstance which should be mentioned here, because it affected all parts of the Duars equally. It was found that *Jotdars* had in many cases increased their holdings by trespass. Where this had been done at the expense of their neighbours, the trespasser was ousted and the land restored to its rightful owner. All cases where Government khas land had been trespassed upon were collected into a register and reported to the Deputy Commissioner for orders. His orders granting or refusing settlement of the land trespassed upon were communicated to me and I corrected my records, (which had in the preliminary stages followed present possession) and settlement rent roll accordingly.

This form of trespass was very common and accounts to a large extent for the differences in area between Mr. Sunder's *jotes* and the same *jotes* now.

I.—The Advanced Parganas.

94. The first rate report of this settlement was nominally for the experimental Bhotepatty group of taluks, but as the conditions of the whole of Mainaguri tehsil had been investigated and tabulated by the time the report in its

final form came up for orders, the proposals sanctioned for the experimental group of taluks were extended to the whole of the three parganas of North and South Mainaguri and Chenguari, as it was apparent from the figures that every statement in the Bhotepatty proposals was equally applicable to the whole tehsil. The whole tehsil was the subject of a single confirmation report.

On this occasion the *Jotdars* did not come forward to offer any enhancement, so the first question to determine was whether any enhancement was justifiable and if so how much.

As explained in another chapter, Government had a free hand in re-assessing mal *jotes*, while clause 8 of the Arable Waste Lands renewed lease. "This lease shall be renewable on a rent the rates of which, subject to any general or special orders of Government, shall be fixed by the Board of Revenue on the report of the Deputy Commissioner on each occasion of renewal, but shall not exceed the rates of rent per acre paid in the neighbourhood at the time of renewal for the different classes of lands covered by the lease" gave an equally free hand so long as mal *jotes* were first assessed. The mal *jotes* being very much more numerous, they could fairly be taken as "the neighbourhood" for the purposes of that clause. Clause 8 (a) of the Preliminary Waste Lands Lease "The rent to be paid fixed by the Deputy Commissioner on the order of Government on each occasion of renewal, but without the special order of Government shall not exceed double the rent previously paid," removed all difficulty in the case of lands so held.

95. But before taking advantage of these powers careful and elaborate statistics were compiled, crop-cutting experiments were carried out on a large scale and the cropped area was minutely analysed; information as to the general prosperity and nett income of *Jotdars* was collected; the relative fertilities of different tracts and the relative values of different classes of soil were investigated; and the fact of a rise in the prices of staple crops during the currency of the expiring settlement was demonstrated, by published figures. As a result of these enquiries the current rates were shown to be exceedingly lenient in the vast majority of cases; and it was also shown that the extension of cultivation and improved system of classification of soils would yield a considerable enhancement even if the rates of Mr. Sunder were merely applied without increase to the new classification.

96. To give a clear idea of the new rates and of the assessment made on the basis of those rates, I must, at the risk of being tedious and of repeating what has been said elsewhere in this report, carefully outline the principles that were observed and the steps that were taken.

(1) In the first place it was decided that the procedure to be followed was that of section 104 A (1) (c) of the Bengal Tenancy Act, i.e., that a table of rates would be framed. The only objection to this procedure was the time involved in carrying out all the stages thereof; but if it be found at next settlement, as is hoped, that the table of rates now framed can be taken as the basis of fresh proposals without any elaborate investigation, the time spent on its preparation will not have been wasted.

(2) The first problem of the settlement was that of working out a classification of land, which would be sufficiently descriptive for the purposes of the record-of-rights and at the same time a suitable basis for assessment. As described in chapter III, Mr. Sunder's classification was found unsatisfactory and abandoned. I need not recapitulate all that is written in chapter III about the classification of land. It will be enough for the purposes of this chapter to give the list and description of the classes which we distinguished.

Basti.—Including, as in Mr. Sunder's Record, homestead, garden, orchard and bamboos.

Dohola.—Low-lying arable land. In the backward parganas this class was subdivided into—

Dohola I—selected tracts of specially good paddy land,

Dohola II—ordinary low arable lands.

Danga.—High arable land, corresponding to Mr. Sunder's Faringati.

This was subdivided throughout the Duars into—

Danga I—cropped or current fallow,

Danga II—arable but not in cultivation.

Shohuri.—A term used by the cultivators to designate land midway between Danga and Dohola which by raising rails can be almost as well watered as Dohola. This land grows much winter as well as summer rice, and also the bulk of the jute crop.

Doba.—Includes lands permanently under water, pits used for steeping jute and other non-arable depressions.

Patit.—Land unfit from natural causes to bear a crop at the time of making Settlement.

Unassessable.—Lands include public roads and other lands falling within the periphery of a *jote* but not covered by the terms of the Jotdar's lease.

The chief points to be noted are :—

- (a) The division of Dohola in the backward Parganas. The reason for this was that whereas the rates for Dohola proposed in all but one of the backward Parganas were lower than those of even a third class *jote* in the advanced Parganas, there are a number of particularly fertile patches of winter-paddy land in the former equal to anything which can be found in the latter.
- (b) Danga II comprises all undeveloped arable land. When developed much of it will be found to be Shohuri or even Dohola, but such discrimination in the undeveloped land is impossible. Mr. Sunder classed all undeveloped land as waste, whether it was fit for cultivation or not. We have carefully separated the two. Though uncultivated, Danga II is by no means unproductive of profit to the Jotdar. If it is not grazing land then it grows thatching grass, or reeds, or is covered with trees. Mr. Sunder leased out many blocks of what we now call Danga as uncultivated or grazing jotes.
- (c) *Doba* was assessed by Mr. Sunder as equal to *Rupit*. I have been unable to discover why he did so. He defines *Doba* as fish-ponds, but much of the land so classified by him is not fish-pond. As there seemed to be no sound reason for placing such an inflated valuation on *Doba*, it has now been relegated to its true economic position in the list, to the great satisfaction of the Jotdars.

(3). Having classified the soil, the next step towards assessment was to ascertain the value of the land and its produce and to differentiate localities by this and other criteria.

It was decided to continue Mr. Sunder's system of dividing *jotes* into 3 classes; but small taluks were classified as integral assessment blocks, all *jotes* within them being treated as homogeneous until the contrary were shown. Large taluks were sub-divided into homogeneous assessment blocks, where such division was found to be possible and desirable.

The circumstances of each assessment block, and in most cases of each individual *jote* as well, were carefully examined by me, and special local enquiries were constantly made. The classification of the Assessment blocks was made by me on the following principles :—

1. **Relative fertility.**—Outstandingly fertile and outstandingly sterile tracts were selected in all parts of the Tehsil, and by a simple system of comparative soil factors, all surrounding lands were classified in terms of these selected areas. In arriving at this classification the people were freely consulted. The standard blocks were compared with each other by crop-cutting experiments and by personal investigation. In Appendix I will be found Statement I and a Crop Statement on which the estimation of the value of the produce was made. As explained in my Confirmation Report of

the Rent-Roll of Mainaguri Tehsil paragraph 6 (*vide* Appendix II) the average value of an acre of land, class by class, was taken to be

						Rs.
Dahala	...	...	...	...	...	41
Shohuri	...	...	...	...	...	30
Danga	...	...	...	...	...	14
Basti	...	...	...	...	...	5

In making the final grouping such considerations as the quality of the homesteads the quantity of fruit, and other trees, water supply, difficulties of agriculture, ravages of wild animals, etc., were weighed in all cases and supplied the determining factor whenever doubt existed as to which class a block should be included in.

2. **Accessibility to markets.**—This was not a criterion which affected the classification of many blocks as the tract is very uniformly supplied with markets, and the means of communication are fairly equal in this respect. So long as a cultivator has a passable road leading to the *hāt* he patronises, it matters little to him whether he be one mile or ten miles from it.

3. **Sub-infeudation.**—Localities which attract under tenants are clearly better places to own land in than those where such agricultural advantages are rare. The number of Chukanidars and Adhiars in each block was noted and compared. Figures for each Jote and Taluk were prepared in the form of Statement III in Appendix I, which gives totals by parganas.

4. **Selling value of land.**—This was found to vary considerably and was a valuable criterion for the classification of Taluks. The information collected on this subject has been condensed in the form headed "Transfer of Tenancies" in Appendix I.

In cases of doubt unsolved by all or any of the above main criteria, special enquiries were made into the economic condition of the people, the history of the *jotes*, and any special features of the locality which might affect the question. But the most important criterion was the first, and this Settlement may be said to be based on an empirical estimation of the value of the soil and its produce. Where the productive capabilities of the soil clearly pointed to a definite class only the most weighty sub-issues were allowed to modify that conclusion.

(4) Having classified the *jotes*, the table of rates was then drafted. No orders had been issued by Government as to the percentage of enhancement to be aimed at. The Table of Rates for Mainaguri Tehsil was arrived at by making certain changes in Mr. Sunder's rates, resulting in an average enhancement of 25 per cent. The sanctioned rates, with those of Mr. Sunder set alongside for comparison, are as follows :—

CLASS OF JOTE.		Basti.	Rupit.		Faringhati.		Potit.
		Rs. A.	Rs. A.		Rs. A.		Rs. A.
Mr. Sunder's rates	I	3 0	2 0		1 8		0 3
	II	3 0	1 12		1 6		0 3
	III	3 0	1 9		1 3		0 3
		Basti.	Dohola.	Shohuri.	Danga I.	Danga II.	Potit.
		Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
New rates	I	3 0	2 4	2 0	1 8	0 10	0 2
	II	3 0	2 0	1 12	1 6	0 8	0 2
	III	3 0	1 12	1 10	1 4	0 6	0 2

The underlying principle on which Mr. Sunder's rates were adapted was that while the more valuable land in each of his classes was enhanced, the mediocre and bad were left untouched. Thus Dohola represents the best of the *rupit*; *shohuri* being the intermediate link between 1st class *rupit*

and ordinary *Faringhati*; some 15,000 acres of the best *Faringhati* move up into the class of *shohuri*; the arable waste becomes *danga II*; while the rates for *shohuri*; are the same as Sunder's rates for *rupit*, for *danga I* the same as for *Faringhati*, *basti* remains unchanged, and unculturable waste and *Doba* are reduced.

The alterations of one anna in 3rd class *shohuri* and *Danga I* from the corresponding *rupit* and *Faringhati* rates were made so as to have even numbers of annas, thus, facilitating the calculation of chukanidars' rents, as explained a little further on.

The effect of these rates when applied to the land as classified in our papers was as follows :—

Mr. Sunder assessed 3,926 *mal jotes* at Rs. 2,09,101. We found only 3,893 *mal jotes* remaining together, with 260 *jotes* created under the Arable Waste Land Rules. The demand from those 4,153 *jotes* before re-assessment was Rs. 2,00,487. The new demand resulting from the new rates was Rs. 2,51,724.

The total revenue worked out at 6½ per cent. of the value of the gross produce of the soil. Only 10 out of the 25 per cent. enhancement was found to be due to the increase of rates, the remaining 15 being due to changes in classification, and development of the tract since last settlement. Mr. Sunder dealt with 2,10,168 acres in this tehsil, which he classified as follows :—

<i>Basti</i>	...	...	...	...	4,448 acres.
<i>Rupit</i> and <i>Doba</i>	...	...	...	...	62,697 „
<i>Faringhati</i>	...	...	...	...	46,392 „
Waste within <i>jotes</i>	...	...	...	...	50,990 „
Unassessed to revenue	...	...	...	...	45,160 „
Markets	...	...	...	...	480 „

The area dealt with by this Settlement was 187,446 acres, the decrease being due to the spread of tea cultivation, railway extension and diluvion. It is classed as follows :—

<i>Basti</i>	...	...	...	...	8,161 acres.
<i>Dohola</i>	...	...	...	...	43,560 „
<i>Shohuri</i>	...	...	...	...	40,947 „
<i>Danga I</i>	...	...	...	...	31,275 „
<i>Danga II</i> (undeveloped arable land)	...	...	...	...	31,061 „
<i>Potit</i> (unculturable waste)	...	...	...	...	17,536 „
<i>Doba</i>	...	...	...	...	1,269 „
Unassessable (public lands, etc.)	...	...	...	...	13,737 „

The increase of nearly 4,000 acres in the class of *basti*, the creation of the new class of *shohuri*, which has absorbed some 15,000 acres of *Faringhati* and the promotion of 31,000 acres of arable land from the class of 'Waste' to that of *Danga II*, among them account for 15 out of the 25 per cent. of the enhancement.

(5) The table of rates was duly published and objections were heard. The objections received at this stage of the proceedings were in every case throughout the district irrelevant. My *Jamabandi* officers and I took the greatest care to explain to the people the rates, besides distributing copies of the table, and invited them to criticise the rates for the various classes of land separately and in relation to each other. However the *Jotdars* had been taught by their *dewanias* to be cautious, and refrained from criticising the rates lest such criticisms should be taken as legal admissions. They contented themselves with vague assertions of poverty and agricultural depression in the comparatively few cases where they put in objections at this stage. The proceedings were then submitted as required by section 104B and the table of rates was confirmed.

The settlement rent-roll was then framed. In applying the sanctioned rates to the classified *jotes* and fields a number of cases came to light where the results were inequitable or where enhancements were involved which,

though fair and equitable, would cause hardship. To meet such cases two lines of action were followed :—

- (a) The discretion allowed by section 104 C. of the Act was freely used. In every case I personally investigated the circumstances and myself passed the order.
- (b) Progressive enhancements were conceded.

I shall describe how these two important safeguards were employed.

A.—Use of Section 104C.

There were four important classes of cases calling for the exercise of discretionary powers, namely :—

(1) Where mere changes in the classification of fields had led to an enhancement of rent, which was not justified by a corresponding increase of the Jotdar's income during the currency of the past settlement. Such cases arose principally from the promotion of arable undeveloped waste to the class of Danga II in localities where little development had taken place since Mr. Sunder's time. In all such cases a local enquiry was made, and the fields re-classified on the principle that in such localities no land would be assessed as arable unless there was a reasonable expectation of reclamation in the near future. This concession was always granted in the case of lands on a river bank covered with jungle, as the clearing of such strips has been a prime cause of diluvion and river movements in the past.

(2) I mentioned in an earlier paragraph that the advanced parganas were marked off into assessment blocks. It sometimes happened that particular *jotes*, or particular fields differed markedly from the rest of the Assessment Block in which they were included, without being large enough to be made into a separate block : or that in particular blocks a whole land class was clearly not up to the grade of the other classes of land therein. In all such cases, after local enquiry, I classified and assessed such *jotes*, fields, or land-classes on their own merits. Thus a *jote* in a 1st class block might be reduced to 3rd class ; particular fields within a 1st class *jote*, assessed at Dohla rates, might be reduced, say to the class of Shohuri in a 3rd class *jote* ; the whole of the Danga in a 1st class block might be assessed at the rates for Danga in a 3rd class block, and so on.

(3) Where the application of even the lowest sanctioned rates produced, in a particular *jote* or group of *jotes*, an inequitable enhancement, the special orders of the Director of Land Records were taken, and the fields within such *jotes* were so re-classified as to fit into the general scheme of assessment without hardship. On 6th March 1911, the Director wired to me " For special cases adopt backward rates within forward parganas." It seemed to me, however, that it would be better to strain the system of classification of lands in those special cases than to introduce additional rates, which had not been published as part of the table. In this the Director of Land Records acquiesced.

(4) Where the application of even the highest rates produced a total assessment *less* than the existing rent, a special examination of the *jote* was made. If the cause was found to be a loss of area, or a decline in fertility leading to the classification of the land in a lower class than heretofore, the rent calculated for the *jote* at the rates of its class was assessed. If however there was no evidence of any detrimental change in the *jote* since last assessment, the existing rent was retained as fair, the total rent, without details, being entered in the rent-roll (*vide* Director of Land Records' orders of 3rd May 1910).

The exercise of the discretion allowed by section 104C on the lines above described was fully reported to the Director of Land Records from time to time and he himself scrutinised most of the figures. The approval of Government was also accorded to those proceedings.

B.—Progressive Enhancements.

It was at first thought that the Assam Rules of Progressive Enhancements would prove suitable for the Duars. This however was soon found to

be a mistake and fresh orders were sought. A full comprehension of the situation necessitating this step, of the discussion that preceded the orders, of the orders themselves and their effect will be gained from a perusal of the papers in Appendix II. Briefly the problem was as follows :—

The Assam rules assume that enhancements shall not normally exceed 100 per cent. and they provide for progression of rents at three periods by enhancement of—

- (1) up to 33 per cent.
- (2) anything over 33 per cent. but not exceeding 66 per cent.
- (3) anything over 66 per cent. but not exceeding 100 per cent. without orders.

All enhancements over 100 per cent. were to be referred to Government for special orders.

In a rapidly developing tract like the Western Duars, where in the currency of the last settlement the area of cultivation has doubled itself, a normal level of enhancements was not to be expected, and in practice enhancements of over 100 per cent. due entirely to increase of cultivation and not at all to increase of rates, were fairly common in certain parganas. Every one of these was scrutinised by me and where necessary local enquiries were held, so that it was unlikely that a reference to Government would result in any modification of the enhancement; while on the other hand the Assam rules left in many cases an utterly disproportionate share of the enhancement to fall in the third period, thus depriving Government of revenue in the first periods and inflicting hardship on the Jotdar in the third.

Various proposals for remedy of this state of affairs were mooted, and the Government orders contained in their No. 483 of 19th February 1913, laid down the following principle :—

The Governor in Council approves of your suggestions on this subject and directs that the following principles for the guidance of the Settlement Officer should be adopted :—

A Where the income of the Jotdar (or Chukanidar, if there be any such cases) is derived mainly from other sources, no steps in the realisation of the enhancement upon land reserved should be allowed, *i.e.*, the whole should be taken at once.

B (1) In other cases where the *jote* is wholly let in chukani, the Jotdar's assessment should be proportionate to the *Chukanidar's* rental at different periods, always being two-thirds his own rent-roll.

(2) Where the *jote* is partly let in chukani and partly reserved, rule B (1) will apply to the portion sublet and rule B(2) to the portion reserved, and the *jote* rent at different periods will be the sum of the two amounts.

(3) Where the *jote* or chukani is held for cultivation personally or by *adhi*, mitigation will be granted in the case of all enhancements of over 34 per cent. The total enhancement will be divided into three equal parts, each portion coming into force at five-yearly intervals, provided that the initial rent shall in no case be less than half the ultimate rent.

C.—The Settlement officer will have discretion to reduce the full rent in *jotes* or chukanis in which there is an excessive proportion of second class *danga* and waste land.

In putting these principles into practice I found serious difficulties, which necessitated the adoption of slight modifications. These were provisionally sanctioned by the Director of Land Records and subsequently confirmed by Government. In letter No. 1859 of 5th September 1913, Revenue Department, it is ordered "In the circumstances stated Government has no objection to the action taken by the Settlement Officer under your instructions in modifying to a certain extent the rules regarding gradual enhancement of rent as promulgated in Government order No. 483." The resultant principles of progressive enhancement actually employed were the following :—

A.—Where the income of a Jotdar is mainly derived from other sources, no progressive stages in the realization of enhanced rent are conceded, except where such concessions are granted to some or all of the chukanidars in such a *jote*. In that case the Jotdar's rent is realized as follows :—

(1) That part of the total rent derived from the Jotdar's *nij-dahhal* lands and from those of chukanidars who are not getting progressive enhancements is realized from the beginning without any concessions.

(2) In respect of that portion of his rent relating to lands held by chukanidars getting progressive enhancements, the Jotdar will be allowed progressive steps, his rent for such lands being at each step two-thirds of the rent he receives for them until his own total assessed rent is reached.

B.—Covers cases where the income of the Jotdar is mainly derived from the *jote* in question, and also the case of chukanidars.

Three separate classes of case are dealt with.

(1) Jotdars who have retained all their land in their own cultivating possession (this includes land cultivated by *Adhiars*) and chukanidars. For them the total enhancement exceeding 34 per cent. is divided by three and realized in three steps, provided that the rent during the first period is not less than half the ultimate rent.

(2) Jotdars who have sublet all their lands to chukanidars. In such cases the Jotdar's assessment will at each step be two-thirds of the total rent he receives until his own calculated full rent is reached.

(3) Jotdars who have sublet part and retain part of the lands of their *jotes*. Such Jotdars were treated as if they had retained all their lands, *i.e.*, rule B(1) above was applied, subject to the proviso that at no stage, prior to attaining their full assessment, must the Jotdars' rent be less than two-thirds of his *Sthit*.

These rules are a lenient interpretation of the orders contained in letter No. 483, but this could not be helped as they were found to be the nearest practicable approximation thereto, and as such Government approved them in letter No. 1859 of September 1913.

On these lines progressive enhancements were granted throughout the Western Duars.

(6) In the course of the discussions on the first rate report, the question of the assessment of chukanidars was raised by the Commissioner. The rates were rates for Jotdars and the proposal was to make settlement with them, as Mr. Sunder had done, and then to take up the problem of the chukanidar afterwards. The Director of Land Record's first report merely says, "It is proposed that in every case the Settlement Officer will fix fair rents for the chukanidars. These rents will never exceed the rents of the Jotdars by more than 50 per cent." But the Commissioner maintained that it was necessary to state the principles which the Settlement Officer would follow in fixing such fair rents before any opinion could be given of the effect of the proposals on the Jotdars' incomes. This question led to a great deal of discussion in the course of which several important facts were made clear:—

(1) The existing rents of all chukanidars created since Mr. Sunder's time were legal rents by virtue of the express permission accorded to Jotdars by clause 8 of the Mal Jote Lease " * * * to settle new cultivators on the lands of their *jotes* on any terms they pleased"; and so the Settlement Officer could not legally reduce them.

(2) In many cases the rents of old chukani holdings were found to have been enhanced. This looked like a breach of their contract with Government on the part of the Jotdars, and the Board ordered test cases to be selected by me and dealt with by the Deputy Commissioner. Unfortunately in every one of these cases the Jotdars were able to get round the terms of the Mal Jote Leases by showing either that the chukanidar had taken up additional lands, or exchanged lands, or that the present chukanidar was a totally different person from the holder of the chukani recorded at last Settlement and not his successor in interest, or by some other device unforeseen by Mr. Sunder. But though no Jotdars could be caught out over it, Government by no means gave in on the question of principle, and it was ordered in No. 483 of 19th February 1913, that the rents of all chukanis in existence at Mr. Sunder's Settlement which had been enhanced subsequently contrary to the provisions of the Jotdars' lease, be reduced to the approved level of 50 per cent. above the Jotdars' new rents. Some cases were subsequently found in which illegal enhancement was clearly proved, and reductions were made as ordered by Government.

(3) As a result of the above facts it was recognized that few of the rents found in excess of 50 per cent. could be reduced; where as the profits of Jotdars who had loyally adhered to their contracts would be cut down as a

result of the new rates, unless all chukanidars, whose existing rents would henceforth be less than $1\frac{1}{2}$ times the Jotedars' new rents, were enhanced up to that point. A proposal was made to leave the rents of chukanidars to be determined in the future by the ordinary laws of Supply and Demand until such time as their comparative uniformity and stability should indicate that an approximation to the true economic rent had been attained. This was explicitly rejected by Government, who were determined that the policy of *laissez-faire* towards chukanidars must cease. The new Leases, as explained in Chapter VI, embody this decision.

The result of it all was the framing of a Table of Rates for Chukanidars exceeding the rates per acre fixed for Jotedars by 50 per cent.

Class of jote within which the chukani is included.	Basti.	Dohola.	Shohuri.	DANGA.		Doba.	Potit.
				1st class.	2nd class.		
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
I ...	4 8	3 6	3 0	2 4	0 15	0 15	0 3
II ...	4 8	3 0	2 10	2 1	0 12	0 12	0 3
III ...	4 8	2 10	2 7	1 14	0 9	0 9	0 3

This table of rates was published and all chukanidars' rents were calculated on this basis. Where, however, the actual rent exceeded the calculated rent, the former was retained as being the legal rent payable, unless an enhancement in defiance of the Jotdars' lease could be proved. At the same time, as explained in the chapter dealing with leases, steps were taken to prevent a recurrence of this situation.

The Commissioner further raised the whole question of the method of assessment, reverting to Mr. Nolan's position and strongly advocating the basis of the assessment of Jotdars on the rents of chukanidars. The attitude of Government towards *Adhiars* is not now what it was in Mr. Nolan's time, and that old objection to the proposal is revived by the Board in their No. 444-S. & S.-G. of 17th November 1910 where at the same time a definite pronouncement of policy quite opposed to the views of Mr. Nolan and Mr. Monahan is given —

"The Board are unable however to accept the suggestion made by Mr. Monahan as to the system which should be adopted in the assessment of these taluks. The Jotdars with whom we have to deal in this area are mainly resident cultivators and should not, in the opinion of the Board, be treated in any way as zemindars. Moreover such a small proportion of their land is let out to chukanidars that the rents paid by those tenants would not form an adequate basis for such a scheme of assessment as that proposed by Mr. Monahan. As a matter of fact the rents paid by *Adhiars* would be a fair basis, but the adoption of those rents as a ground work for assessment proposals would probably lead to an inequitable enhancement of the present rents".

I have endeavoured to show that the rates on which the present assessment has been made are not merely Mr. Sunder's rates, slightly modified. They are empirical fair rents, based on a valuation of the land and its produce, their moderation and equity demonstrated by facts and figures. As such they may safely be taken as the basis of future assessments, without the preliminary compilation of elaborate statistics. The classification of land which is an integral component of the Table of Rates is a classification based on the inherent and generic differences between fields and as such should never get badly out of date.

(7) The settlement rent-roll was duly published, and slips distributed to every tenant showing in detail the rent and cess calculated in respect of his lands; classification of *jotes* and fields, areas and rates were all set forth therein.

Under section 104-E, 163 objections to the draft rent-roll were filed in the Advanced Pargannas. These were all decided by me, in many cases after a personal local enquiry, in all cases after a special local enquiry and report by

a Jamabandi officer. In 77 cases I allowed the objections; in 86 cases I rejected them.

The 104-E objections fall into four classes :—

- (1) Against the classification of particular land.
- (2) Asserting diminution of area through diluvion, and destruction of fields by deposit of sand and stones by a river.
- (3) Miscellaneous, comprising—

(a) claims for remission on account of land acquired for the Bengal-Duars Railway subsequent to the attestation of the records ;

(b) claims for preferential treatment on account of destruction of crops by wild animals ;

(c) alleged inaccuracies in our records.

(4) Purely frivolous, in that no statement was made into which any enquiry was possible.

The bulk of the objections fell under classes (1), (2) and (3) (b). Those under (1) and (2) were automatically allowed or rejected on the results of local enquiry into the facts.

Those under (3) (a) were allowed in every case.

Those under (3) (b) were disallowed if this was the only ground of objection as this factor had already been fully weighed by me in classifying the taluks and in using my discretion under section 104C., with respect to particular *jotes* situated on the forest boundaries.

Most of those under (3) (c) were found to be due to the parchas held by the objectors being out of date, many corrections having been made in the records since attestation. In such cases the parchas were corrected and explained to the objectors. Other cases were disposed of on their merits, if the inaccuracy was a fact the objection was allowed, if not, it was rejected.

97. The results of the assessment of the advanced parganas are as follows :—

ANNUAL REVENUE PAYABLE DURING							
NAME OF PARGANA.		FIRST FIVE YEARS.		SECOND FIVE YEARS.		REMAINDER OF SETTLEMENT PERIOD.	
		10-anna kist.	6-anna kist.	10-anna kist.	6-anna kist.	10-anna kist.	6-anna kist.
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Chengmari	...	39,129	23,535	40,933	24,598	41,790	25,107
North Mainaguri	...	22,651	13,546	24,191	14,750	25,687	15,421
South Mainaguri	...	87,915	52,689	89,380	53,629	89,830	53,898
Total	...	149,695	89,770	154,504	92,977	157,307	94,426

The maximum revenue of the advanced parganas resulting from the assessment is thus Rs. 2,51,733.

The revenue collected immediately before the new rents were sanctioned was Rs. 2,00,487 in respect of the 4,153 *jotes* re-assessed.

In a developing tract like the Duars no finality of figures can be expected and the actual collections at the tahsil to-day differ from the demand above calculated ; thus whereas according to my figures present collections should total Rs. 2,39,465 the actual demand for the year 1917-18 was Rs. 2,42,320.

98. II. The backward Parganas.—Were as I have stated above, divided for working purposes into two groups for which separate proposals were submitted. These separate proposals were homogeneous in principle, differing only in the rates of rent for different parganas.

The principles of assessment and the methods adopted in working out and applying the actual rates were the same as those of the advanced parganas with 2 exceptions, namely,

1. The principle of pargana rates without differentiation of *jotes* into separate classes, a principle handed down from previous settlements was retained on the ground that the backward parganas have not yet attained to the stage of development where it becomes possible to judge with accuracy the relative fertility of different tracts, or the permanent relative advantage of situation.

These backward parganas can be described as fully opened up, but not as fully developed. During the currency of this settlement the process of development has gone on very rapidly. A tremendous demand for waste lands has been a feature of the last 12 years. The boom, if I may so describe it, began in Mainaguri tehsil and spread eastwards as a wave of population invaded the undeveloped tracts. A comparison between the classification of land settled by Mr. Sunder and the land classified and settled now will illustrate what I say :—

Mr. Sunder classified 211,000 acres into

Basti	...	...	...	...	4,917
Rupit	...	...	...	...	63,720
Faringhati	...	...	...	...	40,713
Doba	...	...	...	...	832
Waste	...	...	...	...	100,818

We found Mr. Sunder's Mal Jotedars in possession of 225,525 acres, which were classified as—

Busti	...	...	...	...	10,499
Dohola	...	...	...	...	52,325
Shohuri	...	...	...	...	53,327
Danga I	...	...	...	...	59,954
Danga II	...	...	...	...	42,880
Doba	...	...	...	...	1,011
Waste	...	...	...	...	5,529

In addition to this area we found a large and rapidly increasing number of Arable Waste Lands Settlements of recent origin. In the year of Jama-bandi the area of these *jotes* was 141,125 acres, classified as follows :—

Busti	...	...	...	...	2,707
Dohola	...	...	...	...	22,086
Shohuri	...	...	...	...	32,610
Danga I	...	...	...	...	31,810
Danga II	...	...	...	...	37,604
Doba	...	...	...	...	1,150
Waste	...	...	...	...	13,571

The large area shewn here as "waste" is due to the exercise of the discretion allowed under section 104 C in reducing unreclaimed land to the lowest possible rate in cases of hardship.

Thus while Mr. Sunder found only about 110,000 acres in any way developed, there are now over 265,000 acres of developed land in the backward parganas, excluding altogether the enormous increase in Tea cultivation.

When it is remembered that the bulk of this development is very recent, it will be readily understood that a satisfactory division of lands into graded classes, and of *jotes* into assessment blocks could not at this stage be made.

(2) A new class was introduced into the schedule of land classification by the division of Dohola I (in some papers called Dohola A) and Dohola II. As explained in an earlier paragraph it was found that here and there particularly good patches of winter paddy-land existed, the produce of which certainly equalled anything in the advanced parganas, so it was proposed and approved that such fields of outstanding fertility should be assessed at a somewhat higher rate than the ordinary winter paddy lands. This innovation is of importance with regard to clause 38 (c) of Section V of the Arable Waste Lands Rules.

The system of Land-classification adopted in the advanced parganas was, with the single exception above noted, carried right through the tract and at no place in the Western Duars were circumstances encountered—either of divergent popular nomenclature, or of inherent or accidental qualities in the soil itself inconsistent therewith—which gave rise to any question of the suitability of that system.

Crop-cutting experiments were made in every Taluk and the value of the produce of every class of land was worked out with the greatest caution.

Statistical information similar to that collected for the advanced parganas was also prepared as fully and with no less accuracy for the backward parganas. It will be found in the Appendix.

On the basis of these statistics pargana-rates for each pargana were worked out, and, as before, although these rates in appearance are but Mr. Sunder's rates adapted and modified, it must be clearly understood that the new rates are based on the value of the land and its produce.

As in the advanced parganas the first step was to demonstrate the moderation of the existing assessment and to see what enhancement was likely to accrue from the development of the tract without any alteration of rates.

99. In framing a table of rates on the basis of Mr. Sunder's rates the same principle was followed as in the Advanced Parganas, namely, that increased rates were only applied to the better classes of land, the mediocre and bad being either kept unchanged or reduced. Thus the rates for *busti* and *dohola* were increased, as also for Danga I, on account of the value of this class of land for growing tobacco. Culturable waste was in general classed as Danga II, while unculturable waste was reduced. *Doba* was as before reduced to the level of Danga II.

The sanctioned rates were :—

CLASS OF LAND.	PARGANA MANA- GHAT.		PARGANA LAESHI- PUR.		PARGANA WEST MADARI.		REMAINING & BACK- WARD PARGANAS.	
	Sunder's rate.	New rate.	Sunder's rate.	New rate.	Sunder's rate.	New rate.	Sunder's rate.	New rate.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
Basti ...	2 0	2 4	1 12	2 0	1 12	2 0	1 8	2 0
Dohola I ...	...	2 0	...	2 0	...	2 0	...	2 0
Do. II ...	1 12	1 14	1 4	1 6	1 8	1 10	1 2	1 4
Shohuri ...	...	1 12	...	1 4	...	1 8	...	1 2
Danga I ...	1 4	1 6	0 12	1 0	0 12	1 0	0 9	0 12
Do. II ...	...	0 6	...	0 6	...	0 6	...	0 4
Patit ...	0 3	0 2	0 3	0 2	0 3	0 2	0 3	0 4
Doba ...	2 0	0 6	1 4	0 6	1 12	0 6	1 2	0 2

The policy so clearly enunciated for the Advanced Parganas of making direct Settlement with Jotedars by means of a Table of Rates in respect of the whole of their lands, and not on the basis of the rents of their chukanidars, was carried out in the Backward Parganas too.

This basic principle was not introduced into the backward Parganas by the Settlement merely as a logical sequel to orders passed in the Advanced Parganas. It was specifically re-affirmed by Government in respect of the Western Duars as a whole in letter No. 483 of 19th February 1913. Similarly, the policy was continued of settling fair, or if that were not possible, at any rate *legal* rents for all chukanidars, allowing to the Jotedar a profit of 33½ per cent. on his collections. Tables of Rates for chukanidars exceeding those of Jotedars by 50 per cent., were drafted and approved and the rents of chukanidars were assessed exactly as was done in the Advanced Parganas. In applying the sanctioned rates the discretion, allowed by Section 104C, of the Tenancy Act, and re-affirmed in Government's No. 483 of 19th February 1913, paragraph 3(c), was used exactly as described in an earlier paragraph of this Chapter; and progressive enhancements were conceded on the same lines as those finally adopted in the Advanced Parganas.

100. The Jamabandi procedure followed was the same in Backward as in Advanced Parganas with one addition. So rapidly was the tract developing, so marked was the annual spread of cultivation, that the classification of lands made at Khanapuri was quite out of date by the time that Assessment proposals were ready. With the sanction of Government a revision of the classification by Kanungos and Assistant Settlement Officers was made. This avoided the not inconsiderable loss of revenue which would have resulted from the assessment at the rates for arable waste lands of thousands of acres of what Mr. Sunder in like circumstances described as smiling fields.

101. In the Backward Parganas 3,699 objections under Section 104E.. were filed, and all of them were disposed of by me. The objections were classified as—

(1) Frivolous in the sense that no definite allegation was made which could be investigated. The bulk of the objections fell into this category.

(2) Objections to classification.—In a number of cases it was found that undeveloped lands had by mistake been classed as Dohola, instead of Danga II.

(3) Objections to the area recorded.—Local enquiry and remeasurement where necessary automatically disposed of these.

(4) Objections to the Table of Rates. These ought of course to have been put in at an earlier stage, but they were considered and in a few cases the discretion allowed by section 104-C was used.

(5) Objections to enhancement resulting from increase of cultivation — These were disallowed.

(6) Objections to enhancement at Pargana Rates on the ground of differential fertility of various localities.—These were disallowed in all but a few exceptional cases. The Pargana Rates sanctioned were not based on the circumstances of the best lands in the Parganas, but were fair rates for even the worst.

(7) Mistakes in the Rent-slips.—These were corrected.

(8) Objections of a special nature calling for special orders in each case.— These were 52 in number. The only important ones were those relating to the lands of the late Rai Upendra Nath Duardar Bahadur. The circumstances of this tenancy will be dealt with in a later paragraph.

102. The results of the Assessment in the Backward Parganas were as follows :—

NAME OF PARGANA.			ANNUAL REVENUE PAYABLE DURING					
			1st five years.		2nd five years.		Remainder of Settlement period.	
			10-anna kist.	6-anna kist.	10-anna kist.	6-anna kist.	10-anna kist.	6-anna kist.
			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Lakshmipore	...	...	13,040	7,827	13,895	8,321	14,344	8,601
Moraghat	...	...	69,639	41,779	77,073	46,208	81,796	49,135
West Madari	...	...	24,189	14,335	26,576	15,937	27,831	16,680
Boxa	...	...	17,867	10,715	19,795	11,938	21,160	12,697
Bhatibari	...	...	21,767	13,009	23,379	13,979	24,158	14,479
East Madari	...	...	14,253	8,552	15,835	9,402	16,750	10,051
Chokoakhetai	...	...	7,503	4,503	8,346	5,008	8,827	5,297
Bhalka	...	...	17,177	10,342	18,336	11,071	19,071	11,436
Total	...	...	1,85,435	1,11,062	2,03,235	1,21,864	2,13,937	1,28,376

The demand from the Backward Parganas before the new rates came into force was Rs. 2,33,914. The maximum new demand is Rs. 3,42,313.

As in the Advanced Parganas, the development of the tract has put these figures out of date. Whereas according to my calculated demand the current revenue should be Rs. 2,96,497, the actual demand for 1917-18 was Rs. 3,33,813.

III.—Ambari-Falakata.

103. Though technically included in the Western Duars Estate, because it was ceded by the Bhutias at the same time, has little else in common with a Western Duars taluk. It is not a "Backward Pargana" in the sense in which the above mentioned 8 parganas are backward. It has been fully reclaimed, fully cultivated and fully populated for many decades, and lies midway between Jalpaiguri and Siliguri, so that its situation bears no resemblance to the inaccessible isolation of some taluks in such a parganna as Chakwakheti or Bhatibari. To apply the term "backward" to this taluk is in fact very misleading, because the principles of Assessment followed here were adopted because the taluk had attained a degree of advancement greater than any pargana in the Duars proper. What is true about this taluk is that it has poor soil and that the cultivators are not so well off as in most parts of the Duars.

104. The principles of assessment approved for this small tract were the same as those introduced into the Duars by Mr. Nolan, *i.e.*, the existing rents of chukanidars were taken as fair and Jotdars were assessed at $\frac{2}{3}$ rd of their Sthit, while their nij-dakhal lands were assessed on a table of Rates. The table of Rates was little more than a re-arrangement of the existing rates so as to distribute more equitably the incidence of the rent, but it was based as were all the Western Duar tables, on careful estimates of the value of the land and its produce.

At first sight it may seem inconsistent to adopt in Ambari-Falakata a principle so uncompromisingly rejected in the rest of the Estate, but the inconsistency is not a real one. In the first place, *Adhiars* are so few in this taluk that they do not complicate the question and in the second place the existing rents of chukanidars were found to approximate sufficiently to the true economic rent to warrant their retention as fair rents. All through the Duars the principle was recognised that a Jotedar should receive $33\frac{1}{3}$ per cent. of his collections and no more as his legitimate profit; and in fixing fair rents for Chukanidars throughout the tract this principle was adhered to.

Had it been considered necessary or desirable to enhance the rents of chukanidars in Ambari-Falakata, the principles of assessment there would have been exactly the same as those of the Advanced Parganas.

A full and detailed account of the assessment of this small pargana—the area is just over 15 square miles—will be found in my Rate proposals and Confirmation Report which are reproduced in Appendix II.

105. With the exception of the adoption of the rents of chukanidars as the basis of assessment, there is but one other feature of this tract to distinguish it from the Advanced Parganas, namely, that the class of land called "Shohuri" in the Western Duars is unknown on the West of the Teesta River and was not therefore differentiated in Ambari-Falakata. The sanctioned rates were:—

	Busti.	Dohola.	DANGA.		Doba.	Patit.
			I	II		
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
New Rates ...	2 0	1 12	1 2	0 4	0 4	0 2

	Busti.	Rupit.	Faringhati.	Doba.	Patit.
	Rs. A.	Rs. A.	Rs. A.	Rs. As.	Rs. A.
Sunder's Rates ...	2 0	1 8	1 2	1 8	0 3

As in the Western Duars, Mr. Sunder's rates were adapted in such a way as to derive the bulk of the enhancement from the land most fitted to bear it. Dohola being easily the best land in this tract was made to pay a larger share of the rent than heretofore.

Thirty-nine objections under section 104 E were filed, which were disposed of by me as described in my Confirmation Report.

106. The result of the re-assessment was a maximum demand of Rs. 12,822 against Rs. 10,699. As 8 out of the 56 *jotes* had received the concession of progressive enhancements the actual demand stage by stage is as follows :—

	First five years.	Second five years	Last ten years.
	Rs. a. p.	Rs. a. p.	Rs. a. p.
8 <i>jotes</i> in which progressive enhancement allowed...	1,260 15 11	1,387 0 0	1,526 8 8
48 others ...	11,295 12 2	11,295 12 2	11,295 12 2
Total ...	12,556 12 1	12,682 12 2	12,822 4 10

IV.—Special Settlements.

107. **Col. Hedayet Ali's Estate.**—*Jote* No. 101, as the lands held by the heirs of Col. Hedayet Ali in the parganas of Moraghat, Lakhipur and West Madari are designated in the Falakata Tehsil Office Tauzi Roll, covers an area of 28,495 acres. Mr. Sunder gives an account of the circumstances in which and the conditions on which this grant was made. The original grant covered by the lease of 1883, which has just expired, consisted of 41,754 acres leased to the Colonel and his heirs for 30 years at half pargana rates, but as the clearance conditions were found to be hopelessly unfulfilled at the time of Mr. Sunder's Settlement, an area of 19,191 acres was resumed and the rent re-adjusted. Subsequently, as the result of representations by the heirs, a compromise was conceded by Government, *vide* letter No. 2344 L. R. of 6th August 1897. In pursuance of this compromise a deed of surrender was executed in 1902, whereby the heirs were left in possession of 28,210 acres at a rental of Rs. 7,897 per annum.

The recent survey and settlement operations revealed the following facts with regard to the present condition of the Estate.

The total area held was found to be 28,495 acres classified by us into—

Basti	...	...	...	930-24
Dohola	...	...	...	6915-22
Shohuri	...	...	...	6174-01
Danga I	...	...	...	8517-90
Danga II	...	...	...	3990-41
Doba	...	...	...	307-52
Unculturable waste	...	...	...	819-35
Unassessable	...	...	...	840-58
Total	...	...	...	28495-23

Of this total area 27,119 acres were found to be sublet to chukanidars, and some 20,000 acres are annually cropped.

The rents paid annually by the chukanidars during the currency of the last settlement aggregated Rs. 26,920, the profit of the heirs being Rs. 17,736. The rates of rent realised from these chukanidars were practically the same as those paid by Jotedars in the other parts of those parganas, this being due to the fact that all the papers of the Estate were burned leaving the proprietors without a *Sthit*, and they had never prepared one for themselves.

The grant had been an exceptional one from the beginning, so it was made the subject of special proposals. The first proposal, which was approved, was that the rents of chukanidars should now be assessed by the tables of rates confirmed for fixing the rents of chukanidars of those parganas in which the *jote* falls. This increased the gross income of the heirs to Rs. 45,768.

The most important question however was that of assessing the Jotedar. Government had to decide whether the rates approved for other Jotedars in

those parganas would be imposed in full on the holders of this *jote* too, or as a matter of policy some further concession would be granted to the heirs of the distinguished soldier. A memorial was submitted by them setting forth their claims to such further concessions; the orders of Government thereon were as follows :—

“ That the memorialists be informed that after a full consideration of their case the Governor in Council has decided that the lands should be re-settled at three-fourths of the pargana rates for a period of 20 years, the term fixed for the present settlement in the Western Duars, after which they will be assessed at full rates. In the event of the chukanidars getting the benefit of progressive enhancements of rents, the revenue assessed and entered in the new lease to be granted to the memorialists will be graduated accordingly, so that the difference between the rents settled as payable by the chukanidars to the memorialists and the revenue payable by the memorialists in any year may not be less than the present difference. The memorialists are also informed that there will be a clause in the new lease to the effect that unoccupied lands should be sublet to *bona fide* cultivators only ”.

On putting these orders into effect it was found that some hardship would be caused to the heirs if the only criterion of progressive enhancement in their case were that their profits should not be reduced while the chukanidars got the benefit of the full concessions allowed by the approved rules. My proposals on this point were approved by Government with the result that the new rent of *jote* No. 101 is as follows :—

1st period of 5 years.	2nd period.	3rd and 4th period.
17,000	20,000	22,790
The rents payable by the chukanidars in the same periods being—		
36,626	41,965	45,767
leaving to the Colonel's heirs profits of—		
19,626	21,956	22,977 .

during the successive stages of their new 20 years' lease, a document which embodies the other points prescribed in the Government order above quoted.

A copy of the new lease, together with all the papers relating to the re-settlement of *jote* 101, and a copy of the lease prescribed for chukanidars within the *jote* will be found in Appendix II. I shall confine myself here to a brief resumé of the salient points.

In Clause 1 the heirs of the late Colonel are informed that on the expiry of the present lease, which is for twenty years, *jote* 101 will be brought into line with other *jotes* in the matter of assessment, no further concessions being granted.

Clause 4 of the new lease repeats Clause 6 of the last lease and allows transfer, provided the *jote* be transferred as a whole, subject only to registration of such transfer within 2 months and payment of a fee of one anna per acre.

Clause 6 limits sub-infendation. In future only *bona fide* resident cultivators of the class known as chukanidars may be settled on the land by the Jotedars. The subletting of fresh land to *Adhiars* is prohibited, as is clear from Clause 9.

Clauses 7 and 8 secure the rights of chukanidars, both those in existence at present and future creations during the currency of the lease. A lease must in every case be granted to them in the form prescribed by Government. Rents now fixed for existing chukanis must not be enhanced during the currency of the lease, and for new chukanidars rents must be calculated according to the classification of lands made by this settlement party and according to the table of rates approved by Government for chukanidars in the pargana in which the new chukanidar is settled. These rates as already explained exceed by 50 per cent. the pargana rates for Jotedars.

In other respects the new lease reproduces all the important conditions of the former one.

The lease prescribed for chukanidars within *jote* 101 differs in no important detail from that prescribed for chukanidars within *Mal Jotes*.

Lands settled with the late Rai Upendra Nath Duardar Bahadur.

108. In letter No. 151 of 16th February 1875 of the Government of India, Department of Agriculture and Commerce, paragraph 17 we read :—

Taking into consideration the circumstances and the excellent service rendered to the British Government by the petitioner during the Bhutan War and in the negotiations which concluded it, the Government of India considers that he is entitled either (at whatever inconvenience to Government) to be replaced, if he prefers it, in the enjoyment of the lease of the Buxa Pargana concluded with him in 1870, or to receive some substantial mark of the approval of Government in consideration of relinquishing his claim to the lease. The following alternative proposals should therefore be made to him.

He should be offered a lease of the Buxa Pargana only on the conditions formerly stipulated for the whole term of seven years *plus* any period that he may have been out of possession since it was concluded ; and, if he accepts the promise (paragraph 17), of a further lease for three years, contingent on good behaviour ; but he should be told that he will then have no further claim of any sort on Government.

Or as an alternative to the above, he should be offered a tahsildari on Rs. 125 a month with a personal allowance of Rs. 75* a month to make the emoluments of the office up to Rs. 200 and should be guaranteed a special pension for life of Rs. 100 when he relinquishes the office, provided that he continues to serve Government faithfully and honestly as long as he is physically fit to perform the duties of his post. He should also receive 2,000 acres of arable waste land revenue-free in perpetuity and the title of Rai Bahadur..

* Subsequently commuted into a consolidated bonus of Rs. 9,000.

As stated by Mr. Sunder in his report the Duardar sold this Lakhiraj about 1890 for Rs. 20,000. The purchasers were Munshi Kefaitulla (12 annas) and Agazuddin Munshi (4 annas). The former in 1909 sold 1 anna 10 gandas to Babu Tarini Prasad Roy of Jalpaiguri for Rs. 4,000. This gentleman and the heirs of the two original purchasers are now in possession.

This Lakhiraj Upendra Nath Duardar (No. 71 B), situated in taluks Chakwakheta and Kamsinggram, in Pargana Chakwakheta, is the only rent-free *jote* in the Western Duars. The area according to the latest survey is 1,985 acres, of which 197 are in the khas possession of the Lakhirajdars, the rest being sublet.

In addition to this Lakhiraj the late Rai Bahadur enjoyed over 4,000 acres of land rent-free for his life-time, and it was further conceded that for 15 years after his death his heirs should enjoy those lands at $\frac{1}{4}$ rates. They were so assessed by Mr. Sunder. The Duardar before he died tried to get further concessions from Government in respect to these lands, but the Local Government in their No. 2669L. R. of 15th July 1892, clearly stated that the concessions granted would cease after 15 years. The Duardar died in 1893, so the re-assessment of these lands was carried out as part of the general assessment of the Duars. In pursuance of the Government orders above referred to no special treatment, other than the grant of progressive enhancements, was vouchsafed to the heirs of the Rai Bahadur or to their tenants. This action was formally approved by Government in confirming the rent-roll of these Parganas, my report having dealt specifically with the question.

The Mech and Garo Colony at Satall.

109. As there are no Meches or Garos now left in Satall, it may seem superfluous to note on this community, especially as the almost entire disappearance of Meches from the Duars renders any revival of such projects in the future unlikely. It may, however, be of interest, if not of much practical utility, if I give a rapid sketch of the intentions of Government regarding these people, who used to be very numerous in the Duars. Mr. Sunder tells us he settled 766 *jotes* covering 20,593·66 acres with Meches, but these were only a portion of the total community : the majority still lived the nomadic life and were assessed to capitation tax at Rs. 4 per head per annum—Garos being similarly valued at Rs. 3 per head. Though they have disappeared, the Meches have left many place-names and legends in the Duars. One curious custom of Mech origin, which, as far as I know, still exists, is the form of oath administered to uneducated witnesses in Alipore Duar. The Court Chaprassie bids the witness say after him “ Mitha Kotha bolile Mohakale khai ”; the witness in a dazed

manner says "Khai" and forthwith becomes a well of truth. Originally no doubt this was the form of oath for Meches only, and in view of Mr. Sunder's assertion that "False swearing is particularly obnoxious to the Meches" it was doubtless in their case adequate, but in time this form of words came to be used for all uneducated witnesses, whether they believed in Mahakal or not.

A block of land approximating 20,000 acres, known as Satali, was at last Settlement set aside as a reserve for Meches and Garos. Unfortunately the leases granted allowed the right of transfer and sub-infeudation to all and sundry, so outsiders soon began to creep in, for the land is very fertile in Satali. In addition to this a number of outsiders were settled in the Reserve by the local authorities, the Deputy Commissioner and Subdivisional Officer being, it is to be feared, deliberately hoodwinked by their subordinates. It is well-known that a lot of money used to be made over the creation of new jotes in the Duars.

In 1907 the Board sent up proposals to Government for resettlement of the colony under new leases, which would prevent further encroachments from without—*vide* Board's No. 51 ^{W.L.}/_R of 4th December 1907. These proposals were generally accepted by Government in their order No. 989T., dated 23rd February, 1908. Further proposals were sent up by the Board in August 1908, relating to the elimination of outsiders, the future management of the colony and the employment of the proposed new leases in the case of Meches in other parts of the Duars. These proposals were accepted by Government in December 1908 order No. 511R.T.)

Meantime the Director of Land records issued the following order to me, dated 26th May 1908:—

"Unless you hear to the contrary you will not make a record-of-rights or revise assessment in the Mech and Garo colony. You will only make a boundary survey as in the case of a tea garden."

This order was modified in 1909, so that survey and khamapuri might be carried out by me in order to provide the Deputy Commissioner with maps and statistics on which to base his resettlement. In July 1910, the Deputy Commissioner asked me to furnish him with statistics showing how the land was held, and analysing the sub-infeudation. It would be superfluous to reproduce these forms in full: suffice it to say that out of a total area of 10,550 acres settled Mech jotedars held 7,170 acres, of which they sub-let 669 acres to chukanidars, and of which 2,020 acres were cultivated by adhiars, the balance being in possession of Oraons, Rajbansis, Paharias and others. Out of 161 chukani holdings 97 were Mech and 64 miscellaneous.

Out of 478 adhiars 210 were Meches and 268 miscellaneous.

Soon after this the Mech exodus from the Duars began, and in 1915 I was informed that practically every Mech had moved over into Assam.

I have said little of the Garos, but that is because they never patronised the colony to any extent. A number of that tribe still remain in the district in forest villages, but none in the colony.

I am not aware whether any orders of Government have been passed concerning the future disposal of the lands of Satali. They are most suitable for tea, and many applications for tea grants there have been from time to time put in.

110. **The Totos of Totopara.**—Mr. Sunder in his report, pages 86-88, gives a detailed account of the life, customs and circumstances of this somewhat mysterious tribe. I have little to add to what he said in the way of description, as they are very primitive people and do not indulge in innovations.

In Mr. Sunder's time apparently the orange groves had died out, but they were replanted and throughout my experience of the tribe this source of wealth was their chief stand-by. These oranges are of a particularly good quality. On the occasion of my first visit to Totopara, I was struck by the unusually fine variety of bamboos which grew there, and I learnt that these were also a valuable trade asset. Some years later I found that all these superior bamboos had disappeared and in their places a very inferior variety were growing. Whether this was due to deterioration through lack of care or to improvident selling off of the good bamboos and their replacement by an inferior variety imported from the plains I could never find out. It was a

great pity anyhow, for I never saw bamboos to equal those which I saw there on my first visit.

At the time of making assessment proposals for this community, i.e., 1913-14, I made a census and found the population to be just over 200, comprising 60 adult males with separate houses. Mr. Sunder mentions that he found 36 houses, and in 1910 Mr. Ainslie, then Subdivisional Officer, Alipur Duar, stated that there were 52 houses, so it is clear that the tribe, though not increasing rapidly, is not dying out. My experience does not, however, confirm Mr. Sunder's appraisal of their physique. Many of them are strong and vigorous, but I saw quite a number who looked distinctly weedy. As there is no intermarriage with other communities, deterioration is to be expected. I observed that while a few of them have families of average size, many houses appeared to be childless.

The tract of country known as Totopara is bounded on the north by Bhutan, on the east by the Torsa River, and on the south and west by the Titi forest. It is a heavily wooded tract, and out of a total area of 2,003 acres, the Totos keep in use for dwelling sites and cultivation some 300 acres only at a time. The soil is poor and very stony, except in the patches where the orange groves are planted. Their system of cultivation is like that of the Meches, only more so in that they change their plots every second year owing to the sterility of the soil. I cannot understand why Mr. Sunder spoke in such glowing terms of its fertility. The crops grown are rice, marua, bhuta and kaoni, but the Toto is a poor agriculturist. This occupation bears too close a resemblance to hard work to be altogether congenial to a distinctly lazy people, as they are. They depend chiefly on their orchards and homestead products; and on the money realised from the sale of their oranges, betelnuts, pan leaves, bamboos, fowls and pigs, they live very comfortable and happy, if unwashed, lives. Lac and cotton have in the past been cultivated, but I did not find either of these on any of my visits. I always found them most friendly and hospitable. Their own language seems to have been built up on eclectic principles, the most unpronounceable words being invariably preferred, so that neither a Bhutia nor a Mech nor a Garo, still less a Bengali-speaker, can understand them, whereas they seem able to understand all those dialects. They conduct their business with the outside world in a broken Bengali similar to that which I found in use among the Sundarbunds Mugs. My Bengali being better than theirs, or to be more accurate, theirs being worse than mine, I found it easy to hold converse with them.

They have a headman, or mondal, who is recognised as such by Government. The last incumbent whom I knew was named Dongay, and he was inclined to be oppressive in the matter of assessing the revenue, paying no share thereof himself, I was told (and he could not deny it), but rather making a handsome profit. To obviate this I proposed that the new assessment should take the form of a poll-tax of Rs. 2 per adult male instead of a lump sum of Rs. 105 as had formerly been paid. In practice the revenue had always been collected by the mondal as a poll-tax on adult males, but none of them knew what share each was supposed to pay and the mondal went about his duties under a cloud of suspicion. This element of uncertainty has now been removed.

Various attempts have been made to encroach on the lands of Totopara, but these have all been defeated, and while it is true that only a fraction of the taluk is actually used by the Totos at a time, I think all Government officers who know the place would agree that to admit outsiders to this isolated and peaceful retreat would not merely upset the Totos altogether, but would mean their speedy disappearance, which would be a pity. I strongly recommend that they be allowed to remain in undisturbed possession of the whole block of 2,003 acres, and that all transfers, mortgages, sub-letting or other disturbing practices be totally forbidden and prevented by the district authorities. For the currency of this settlement the title will vest in the mondal and the assessment will be Rs. 2 per adult male or Rs. 120 per annum in all. It may, however, be found on the next occasion that more settled agricultural methods have grown up, and it may then be deemed advisable to assess each man separately for the land he cultivates on the basis of a table of rates.

No lease has been issued to the mondal on this occasion, as the peculiar incidents of the tenancy do not fit in with any recognised form of lease in the Duars. If a lease were issued it must needs be in the mondal's name, and as he is merely the representative of the community and as the position of mondol is not hereditary, whereas the transfer of lands by inheritance is a recognised local custom, it seems undesirable to issue any lease. The khatian of the colony gives full particulars and should constitute a sufficient title, and if the proposals embodied in this note are approved by Government and carried out by the local authorities, they should constitute an adequate protection for the Totos during the currency of the present settlement.

The Sonthal Colony.

111. Mr. Sunder's description of the starting of this colony is accurate enough as far as it goes, but some account of its subsequent history is necessary for a full comprehension of the proposals and orders I am about to describe.

I would in the first place point out that, in his paragraph 479, Mr. Sunder makes a mistake. The only point submitted to Government and sanctioned in letter No. 367 R., of 26th May 1891, was the proposal to make free grants of land for the village school-master, for a church, school, burial-ground, and manager's compound.

2. For the first three or four years the colony did not flourish in the way its promoters had foretold. In 1893, the Deputy Commissioner, Colonel Boileau, wrote the following opinion:—"When I visited Sonthalpur in March I found the colonists without a head, Mr. Shields having left and a Native Christian teacher having come in his place. Mr. Shields had certainly not left the colony in a flourishing state." He went on to say that the total number of colonists was about 400, and that not more than 200 acres had been brought under cultivation. Seed grains and timber for houses and sheds were urgently required, and there had been great mortality among their cattle." He sums up the situation thus:—"I am afraid the colony is not in a flourishing state." He deprecated the reservation of the huge block of land originally proposed by Mr. Sunder, as there seemed little prospect of so much land ever being developed by this unpromising colony.

3. There followed a considerable correspondence and discussion on the question of the proper size of the reserve, and the method of settling the land with the colonists. The discussion on the former question led to the Notification No. 4300 L. R. of 27th August 1894, referred to by Mr. Sunder, limiting the area reserved for the colony to some 29 square miles, while the discussion on the latter question culminated—

- (1) in the Commissioner's order to settle the land with individuals direct, and not with the mondals—*vide* No. 831 Rct. of 23rd July 1896);
- (2) in letter No. 980 Rct. of 18th September 1897 from the Commissioner to Government proposing to make a 15-year settlement at an all-round rate of 8 annas an acre, and abandon entirely the initial proposals described by Mr. Sunder on page 89 of his report. Government approved of this scheme in their No. 886 T.—R. of 20th October 1897;
- (3) in the adoption of a form of lease for all colonists—Commissioner's No. 665 R. of 4th December 1897.

Each Sonthal was to receive a *pattah* for all land held by him in each of the separate villages. The original proposal to settle the land with the manjhis or mondals had been acted upon by the settlers in anticipation, and lands had been parcelled out in a piecemeal manner—a condition of things which still obtains and forms a marked contrast to the ring-fence jote system of the rest of the Duars. A settlement on these lines was carried out in 1898 and 1899, no classification of lands being made.

4. Meantime various other questions were in the melting pot, namely :—

(i) **The question of altering and still further reducing the area of the colony.**—This was finally settled by Notification No. 387 T.—R. of the 27th May 1901, which limited the colony to 14 square miles :—

NOTIFICATION.

No. 387 T.—R., dated the 27 May 1901.—In supersession of Government Notification No. 4300 L.R., dated Jalpaiguri, the 27th August 1894, published in the *Calcutta Gazette* of the 29th *idem*, it is hereby notified for general information that under clause (e), rule 2 of the rules for the grant of leases of waste lands for tea cultivation in the districts of Jalpaiguri and Darjeeling, and under clause (e), rule 2 of the rules, for the grant of ordinary leases of arable lands in the Western Duars of the district of Jalpaiguri, a block of land measuring more or less, 14·02 square miles, situated in the Alipur subdivision, Western Duars of the Jalpaiguri district, and bounded as below, is exempted from the operation of the rules quoted above, and will not be available for settlement under either of those rules, the said block of land having been reserved as a Sonthal colony.

This notification will not affect the holdings already in the possession of persons other than Sonthals within the colony, unless such holdings are relinquished or abandoned, in which case they will become merged in the colony.

Boundaries.

North.—The portion of the line already marked off by posts which form the present north boundary of the colony from the Gadadhar river on the west to the point where it meets the Samuktola river on the east.

East.—The Samuktola river from the point in the north where the northern boundary meets it to its junction with the Dorsi nala in the south.

South.—The Alipur-Haldibari road, commencing from the eighth milestone and proceeding north-east up to the Dorsi nala, and following this nala south to the point where it meets the Samuktola river.

West.—A line starting from the eighth milestone in the north-westerly direction to the point where it touches the Gaikata river, then the Gaikata river, then again a line from the Gaikata river to the Gadadhar river at the point where the northern boundary line running east to west touches the Gadadhar.

(ii) **The question of administration and management.**—This important question had been left pending by Government in 1894, when on a report by the Deputy Commissioner about the general working and management of the colony the orders of Government contained in 2483 L.R. of 4th May, 1894, were “that the present arrangement for the management of the colony should be allowed to continue until further orders”. An examination of the Deputy Commissioner’s report shows that “the present arrangement” referred to was an exceedingly vague and undefined condition of things, and in fact is best expressed in his proposal “that the Revd. Mr. Shields, who has started the scheme, should be allowed a full period of five years in which to work it out.” Unfortunately the Revd. Mr. Shields departed in the spring of 1893 and never returned, so that “the scheme” was never worked out. This ill-defined situation was ended by the Revd. Canon Cole, who submitted a series of proposals in 1900, the Government orders on which (after local opinion had been taken) are to be found in Land Revenue No. 1617 T.—R. of 12th September, 1900. This important letter I reproduce.

“No. 1617 T.—R., dated Darjeeling, the 12th September 1900.

From—F. A. SLACK, Esq., I.C.S., Secretary to the Government of Bengal, Revenue Department,

To—The Commissioner of the Rajshahi Division.

I AM directed to acknowledge the receipt of your letter No. 739 Rct., dated the 16th August, 1900, with enclosures, reporting on the petition of the Revd.

Canon Cole on the subject of the working of the Sonthal colony in the Alipur subdivision of the Western Duars. The Revd. Canon Cole has submitted the following proposals :—

- (a) That he may be allowed to surrender about half of the existing grant as the numbers of colonists do not increase.
- (b) That Government shall not allow the Tahsildar to settle any Sonthal he likes inside the colony.
- (c) That Government shall not allow any Sonthal to be given lands within five miles of the boundaries of the colony.
- (d) That Sonthal customs be introduced, and the head of each of the Sonthal villages inside the reserved area be made responsible for the collection of the Government rent and given a small commission.
- (e) That yearly measurements should be given up and the rental fixed for three years, the villages having jointly to pay each year an increase of 2 annas in the rupee of current rent demandable, so as to make up for any loss which Government might sustain by refraining from measuring yearly, but this Revd. Canon Cole does not wish to treat as a very pressing matter.
- (f) That all police work should as far as possible be done by the headmen and chaukidars as in the Sonthal Parganas.

In reply I am to communicate to you the following observation and orders of the Lieutenant-Governor.

2. With regard to the Revd. Canon Cole's proposal (a).—It appears that both the Deputy Commissioner and you approve the boundaries suggested by Revd. Canon Cole and indicated in the map enclosed with his petition, save with regard to that on the west. As to the boundary on the west, Revd. Canon Cole proposes to utilize for part of the distance the Gaikata river. The Deputy Commissioner objects to this, on the ground that it is zig-zag and follows partly imaginary lines and partly the course of a river, while in your opinion there would be no objection to accept Revd. Canon Cole's boundary, provided it did not include some Mech settlements marked B and C on the Deputy Commissioner's map. But it appears that these blocks are already within the 29 square miles of reserved area of the Sonthal colony, and the Lieutenant-Governor is not disposed to regard the reasons given for rejecting Revd. Canon Cole's boundary as conclusive. His Honour therefore accepts Revd. Canon Cole's boundary. The proposal to include in the proposed reserved area a triangular bit of land south of the road and outside the present reserve into which the Sonthals have migrated and cultivated lands is approved.

With reference to the Mech cultivation, it appears that the statistics given by Revd. Canon Cole in his petition are inaccurate; and as no reason has been shown for ejecting these people from the lands they now hold, I am to say that the Lieutenant-Governor desires that they should all be allowed to remain undisturbed. The Deputy Commissioner's suggestion that the Sonthal block of cultivation outside the proposed western boundary should be settled with the holders as ordinary jotes is accepted by Government.

3. The Revd. Canon Cole's proposal (b).—With reference to Revd. Canon Cole's proposal (b), I am to say that the Lieutenant-Governor considers that no one in future should be admitted to settlement or given lands in the reserve, except with the permission of the Superintendent, but that this concession will always be open to revision by Government, should Government so think fit.

4. The Revd. Canon Cole's proposal (c).—With reference to this proposal, you say that it is inadmissible, because lands have already been settled with Sonthals within the proposed outer limit. This reason, however, is not sufficient to bind the action of Government with regard to the future, and His Honour accordingly directs that from now the Deputy Commissioners should be prohibited from settling any lands with Sonthals within five miles of the nearest part of the outer boundary of the reserve.

5. The Revd. Canon Cole's proposal (*d*).—In Government order No. 2691-1052, dated the 30th July, 1890, sanctioning the allotment of the original 87 square miles of land, it was distinctly stated—

'The Lieutenant-Governor.....cannot undertake to exclude the ordinary police or revenue jurisdiction from the settlement till it is definitely known what substitutes are to be provided, and even then under no circumstances could such an undertaking be more than a very temporary one to allow of the colony taking root in its own way.'

Such being the declared policy of Government, and the colony having been in existence for ten years, it seems to the Lieutenant-Governor that, not only is the request contrary to the previous orders of Government, but that the time for making any such suggestion has passed, especially when Government has declared that the exclusion of the ordinary revenue jurisdiction could only be temporary, while Rev. Canon Cole desires to have such permanent. His Honour therefore agrees with you and the Deputy Commissioner that Rev. Canon Cole's request is not permissible.

6. The Revd. Canon Cole's proposal (*e*).—This point is neither discussed by you nor by the Deputy Commissioner. The Subdivisional Officer says merely that he does not see any objection to the settlement with each raiyat for a term of years instead of every year, but that if this is done their rent must be fixed once for all, and should not be increased till the expiry of that term; in other words presumably that they should enjoy rent-free for the term of the settlement all new lands which during that time they may break up and turn into rice land.

It is understood that every year the Tahsildar's subordinates come into the reserve and measure up the lands to see by how much the cultivated area has increased and who should be assessed for it. Thus, there is practically a yearly settlement with possibly many of the attendant evils of such a system. The Lieutenant-Governor is prepared to discontinue this yearly measurement system, if the Superintendent would engage to report yearly to the Deputy Commissioner by such date as the latter may choose to fix what new assessable cultivation has been created by the colonists since the last report was submitted, furnishing details showing in what jotes the new cultivation should be included, how much in each, the additional rent demandable, and the date from which it begins to run.

7. The Revd. Canon Cole's proposal (*f*).—For reasons similar to those stated in paragraph 5 above Revd. Canon Cole's proposal that all police work should as far as possible be done by the headmen and chaukidars cannot be accepted by Government.

The maps submitted with your letter are herewith returned."

The position thus laid down is fairly definite. In three respects only the revenue jurisdiction of the local authorities was limited, namely—

- (a) The grant of lands within the reserve permissible only to persons approved by the Superintendent. It is to be noted that this concession was of a temporary and conditional nature.
- (b) The prohibition to settle any land within five miles of the colony with Sonthals.
- (c) Discontinuance of the annual measurement of new lands by the Tahsildar on the distinct understanding that this would be done and reported by the Superintendent.

while in its other aspects the district administration was clearly to apply in full to the colony as to any other part of the Duars.

The first of these three limitations has given rise to considerable trouble, chiefly through misunderstanding of their powers by various Superintendents. It clearly was not the intention of Government to deprive the Deputy Commissioner through his Tahsildar of the right of making settlements in the colony. However, the Superintendents seem to have got the idea that in them was vested the right of making settlements and in 1903 a Land Committee was appointed with the pastor at its head to exercise this function under their control. This misunderstanding was strengthened by Government's No. 2611 T.—R. of 11th October, 1904 (Revenue Department letter),

from which an entirely erroneous meaning was taken, apparently by all concerned. The letter was as follows —

“No. 2611 T.—R., dated Darjeeling, the 11th October, 1904.

From—L. S. S. O'Malley, Esq., I.C.S., Under-Secretary to the Government of Bengal, Revenue Department,

To—The Commissioner of the Rajshahi Division.

I AM directed to acknowledge the receipt of your letter No. 1149 Ret., dated the 16th September, 1904, regarding the new assessable cultivation in the Alipur subdivision of the Western Duars in Jalpaiguri. You report that the Revd. Canon Cole, Superintendent of the Sonthal colony, has agreed to submit annually to the Subdivisional Officer, a rough measurement of new lands broken up during the preceding year, with the amount due to Government for the same, on condition that the whole cultivation in the colony is re-measured by Government officers only once every three years. It is further stated that if the land is measured this year by Government, he will undertake to have the new cultivation measured next year, and the return sent in to Government on or before the 15th of April and likewise for the year following. In the third year, as already indicated, Government re-measure the whole of the cultivation. The Deputy Commissioner of Jalpaiguri accepts the proposal and you support it.

2. In reply I am to say that Government sanctions this proposal.”

The words “the new lands broken up during the preceding year” were apparently believed to include new settlements; but it must be clear to any one reading this letter along with No. 1617 T.-R. of the 12th September, 1900, paragraph 6, that these words refer only to new cultivation within *existing* jotes, and that the power to make new settlements was not transferred by this letter from the Deputy Commissioner to the Superintendent. I need not go through the detailed history of the resultant misunderstanding but shall content myself with quoting a letter in which Mr. D. H. Lees, as Deputy Commissioner, deals with one aspect of the case

“The Superintendent of the Sonthal colony has asked for clear directions as to the procedure to be followed in dealing with vacated holdings and such other holdings as are not being cultivated by those who have a right to cultivate them.

“The Superintendent says that the part of clause 6 of the lease which provides for the cancelment of the lease and the forfeiture of the jote to Government places land to which this applies at the disposal of the Land Committee. This contention cannot be accepted. Government has only given the Superintendent power to admit to the settlement of land in the Sonthal reserve. It does not appear that the Land Committee has been expressly authorised by Government. Apparently, the Superintendent being non-resident, has appointed the Land Committee to exercise the power given to him, subject to his supervision. Neither the Superintendent nor the Land Committee has any power to cancel leases or resume land. All cases in which holdings have been deserted or in which lessees have transferred or sublet the whole or part of their holdings should be reported to the subdivisional officer, who will obtain, if necessary, the orders of the Deputy Commissioner for the resumption of such holdings. I am quite in sympathy with the view of the Superintendent that the Sonthals should not go to Court over petty disputes, but the Land Committee cannot be permitted to exercise powers which it does not lawfully possess”

Even this letter however does not make clear the relative positions of the Deputy Commissioner and Superintendent in the matter of the power to make new settlements.

Limitation C has also proved unsatisfactory. The annual measurement by the Superintendent has in fact seldom been carried out, and never in a businesslike and detailed manner. Even at the beginning of the new régime this arrangement broke down owing to the absence of Revd. Canon Cole from India, when the acting Superintendent requested that the Tahsildar would meantime make measurements in the usual manner. When new settlements were made by the Superintendent and his Land Committee by virtue of the powers he believed himself to possess, no regular record and papers were prepared and submitted to the Deputy Commissioner. The Tahsildars have therefore had great difficulty in keeping accounts, and my officers experienced considerable trouble in making *khanapuri*, necessitating the issue of special rules by me.

This settlement party has now prepared maps and *khatians* for all residents in the colony, and it seems desirable that maintenance of them should be done in the same way as in other parts of the Duars.

(III) **The question of non-Sonthal settlers within the Colony.**—The lands originally reserved for the colony were found to contain pre-existing Mech,

Garo, Paharia and Rajbansi settlements, and it was ordered that these persons were not to be disturbed, but that no future settlements with non-Sonthals would be made. Notwithstanding this prohibition others crept in, and their expulsion was ordered. The ultimate area reserved for the colony by the notification of 1901 still contained some of the original Mech settlements, but the others had either been excluded or had ceased to exist.

Our papers showed that there were still ten small Mech communities within the colony, and that they held Mal Jote Leases granted to them in 1902 and 1903. Why these leases were issued to non-Sonthals within the colony I cannot discover, because this action is directly at variance with the policy which Notification No. 387 T.—R. of 27th May, 1901, appears to foreshadow.

The words referred to are—"The notification will not affect the holdings already in possession of persons other than Sonthals within the colony, unless such holdings are relinquished or abandoned, in which case they will become merged in the colony." This clearly shows the intention of Government ultimately to rid the colony of all non-Sonthals, but without hardship to the latter. The grant of Mal Jote Leases within a year or two of this notification is hard to understand. But it was done, and the Meches who got such leases were apparently entitled to transfer their lands to whomsoever they would without reference to the Superintendent or Land Committee. Some misunderstanding has arisen from this, as the Superintendents do not appear to have been aware that the Meches within their borders had been granted these privileges. By 1915 all these Meches had sold out and left the colony, so this problem is no longer of any importance.

There are two Oraon and one Bengali jotes held without any lease or title, presumably by trespass. These persons should be evicted without delay.

In addition to these alien interlopers, there has been a much larger invasion,—and one much more inimical to the interests of the colony as a Christian settlement—of heathen Sonthals many of whom defy the rules of the colony and set at naught the authority of its governing bodies. The administration has failed to prevent this incursion or to get rid of such unwelcome intruders.

5. It seems clear that the Superintendent, Land Committee and Pastorate Committee, have failed to preserve that religious and territorial isolation indispensable to the success of such a community as a "colony." It was, I think, the intention of the founder, Revd. A. J. Shields, that the Superintendents should reside at the colony. Thus alone could the scheme have been a success. The whole failure of the project—for it must be admitted that as a Christian "colony" the project is not a success, however numerous and devout a Christian community dwell therein—can be traced to the absence of a guiding hand. The sheep were left too much without a shepherd and went astray after the manner of sheep, and goats succeeded in entering the flock. The Land Committee proved itself little if any more trustworthy than the Mandals had been. Factions arose, and pastors were not always worthy of the trust reposed in them. As the intervention of local officials of Government had been objected to, and as the Superintendents only invoked their aid in cases where they found themselves in difficulty, it was not to be wondered at that no one took much interest in what went on within the colony. My experience of the colony has been that in no other part of the Duars were the people so unfriendly disposed towards Government officers, and in no other place did I find evidence of so much corruption and oppression on the part of village functionaries. A Superintendent absent for the greater part of each year, compelled to delegate his powers to men who are often unworthy of his confidence, could not be expected to cope with the forces which the perversity of human nature always arrays against every scheme for moral or social improvement. And it is my firm conviction that, unless the Superintendent can become practically a permanent member of the colony, the ideal which inspired the Revd. A. J. Shields will become more and more inaccessible.

But, although I doubt not Government would be willing to second in any direction the efforts of the Superintendents, it is particularly the revenue aspect of the colony with which I am here concerned. That the land system introduced at the request of the Revd. Canon Cole has been a failure must

I think, be admitted. In a letter written to the Deputy Commissioner on 20th May, 1914, the Superintendent, Revd. H. R. Holmes, used the following words: "It has been very difficult of recent years to deal with land matters in the Sonthal colony. I confess frankly to you, as one who knows the Sonthals thoroughly, that I would gladly be rid of all matters in the colony connected with the land. It is no help to the particular work we have in hand there that I have so often to take up these land disputes." Mr. Holmes was right; he could not with the agency at his disposal, and the limited revenue powers vested in him, adequately manage the land matters of the colony from his headquarters in the Sonthal Parganas. No man could.

I therefore advocated the resumption of entire control of land matters by the Deputy Commissioner, who would, if so ordered, maintain an uniform policy for the preservation and isolation of the colony, ejecting intruders, and admitting none to settlement without consulting the Superintendent. With the new settlement record as a starting point, land matters can easily be systematised for the future, and this in itself would speedily reduce the number of land disputes. All miscellaneous cases and petitions relating to land would then be disposed of by the Deputy Commissioner or Subdivisional Officer, personally or through the tahsildar.

6. We have seen that the enterprise launched by Mr. Sunder and Revd. A. J. Shields underwent many important changes. I shall now briefly describe its structure prior to the orders of Government on my proposals. I quote from my confirmation report of 1915. "The colony is organized into ten villages, each of which possesses a Mandal. The functions of the Mandal are now-a-days only those of a headman and he has no official relations with Government. The original idea of settling all the land with the Mandals, who should in turn parcel it out among the cultivators, was abandoned, because it was found that the Mandals kept the best land for themselves, and generally took advantage of their position. The proposal of Revd. Canon Cole that rents should be collected by the Mandals on commission was absolutely vetoed in the important Government letter of 12th September, 1900, reproduced above. There are 525 jotes held by Sonthals and 3 by non-Sonthals. To manage the internal affairs of the colony two bodies exist—the Pastorate Committee and the Land Committee.

The Pastorate Committee, over which the Superintendent presides when present, consists of the Pastor who is appointed by the Superintendent, and the ten Mandals, and one other representative from each village, selected by the Mandals, subject to the approval of the Superintendent. The Committee meets regularly once a month, or twice, if necessary, for the disposal of business connected with religion and with the internal harmony of the colony, and for hearing appeals from decisions of the Land Committee. This latter body was originally composed of a President and six members. Its present composition is larger, being the Pastor as Chairman, a Land President appointed by the Superintendent and seven members nominated by the Pastorate Committee, subject to the confirmation of the Superintendent. This Committee meets irregularly, as its only function is to consider applications for land. Its proceedings are recorded in a book, but all its actions are subject to revision by the Superintendent. It acts as an advisory body to the Superintendent in the matter of new settlements, but neither it nor the Pastorate Committee have any powers recognized by Government."

7. The foregoing sketch of the history and present condition of the colony will, I think, suffice to explain the proposals I made in my rate report. I recommended the abandonment of the all-round rate of 8 annas an acre, and the substitution of a table based on the land classification of the whole of the Duars. The draft rates which I proposed were—

Class of land.				Proposed rates.	
				Rs.	A.
Basti ...	...	...	.	1	8
Dohola ...	...	...	.	1	0
Shohuri ...	...	...	.	0	10
Danga I ...	...	...	.	0	6
Danga II ...	...	...	.	0	2
Doba ...	...	...	.
Patit ...	...	...	.

These I expected would give a moderate enhancement of 22 per cent. The final jamabandi figures work out as follows :—

Total area in possession of revenue—paying jotedars = 5,894 acres, of which 4,572 were cropped in the year of jamabandi.

Rent at the existing all round rate of annas 8 per acre = Rs. 2,947.

Total maximum rent under proposed rates = Rs. 3,660, an enhancement of just over 24 per cent.

The grant of progressive enhancements under the rules will result in the following incidence of the new demand :—

					Rs.
First five years	...	...	...	...	3,294
Second five years	...	...	...	...	3,505
After tenth year	...	...	...	...	3,660

My proposal to bring the colony into line with the rest of the district in the matter of assessment was supported by Mr. Lees, the Deputy Commissioner. In making this proposal, I drew attention to the fact that a revision of the records which I caused to be made four years after their preparation showed very few changes to have taken place in the recorded jotes, indicating that the colony had reached a degree of development and stability when assessment by means of a table of rates could usefully replace the method of assessment by an all round rate, which is suitable only to undeveloped tracts during the period of reclamation.

In anticipation of this proposal khanapuri was made on the same lines as in the surrounding tracts in respect of the classification of lands.

In 1910, 4,419 acres of previously settled lands were classified as follows :—

Basti	...	...	...	...	95.34
Dohola	...	...	...	...	822.20
Sohari	...	...	...	...	1,879.98
Danga I	...	...	...	...	1,182.07
Danga II	...	...	...	...	423.84
Doba	...	...	...	...	3.96
Patit	...	...	...	...	11.63

The net cropped area being 2,045 acres. During the four years' interval between khanapuri and jamabandi the settled area increased to 5,894 acres, and the net cropped area to 4,568 acres. The classification of these lands and the result of applying thereto the sanctioned rates are as follows :—

CLASS.	Area.	Rate.	Rent.
		Rs. A.	Rs.
Basti	109.33	at 1 8	164
Dohola	1,148.46	" 1 0	1,149
Sohari	2,360.36	" 0 10	1,475
Danga I	1,770.18	" 0 6	664
Danga II	489.74	" 0 2	64
Doba	4.12		
Patit	11.47		
Total	5,893.66		3,516

The difference between this calculated total and the sum given above as the maximum new demand, namely, Rs. 144, is accounted for by the retention of existing rents as fair in cases where the calculated rent would be less, i.e., the newer jotes. This principle was sanctioned for the Bhotepatty group, and has been observed throughout where no loss of area or deterioration of the soil had occurred.

There remains in the colony an area of 2,558 acres of arable land still available for settlement.

8. Mr. Lees further advocated the issue of new leases in the form approved by Government for the renewal of Mal Jote Leases substituting for the clauses therein dealing with the "right of transfer" and "sub-infeudation" the old clauses 5 and 7 of the expired colony leases. In his No. 15 R-6115 of 1st August, 1914, the Director of Land Records directed the adoption of Mr. Lees' proposals, and a lease on these lines was drafted by me.

My proposals were discussed by the Commissioner and Deputy Commissioner, and finally submitted to Government by the Director of Land Records with his covering letter No. 15 R.-5805 of 14th July, 1915, which I reproduce :—

“ No. 15 R.-5805, dated Calcutta, the 14th July, 1915.

From—M. C. MCALPIN, Esq., I.C.S., Director of Land Records, Bengal,
To—The Secretary to the Government of Bengal, Revenue Department.

I HAVE the honour to submit herewith copies of the marginally-noted correspondence

1. Jalpaiguri Settlement Officer's letter No. 626 S. of 3rd March, 1915, with confirmation report to the Director of Land Records, Bengal.

2. Director of Land Records' No. 15 R.-5972 of 16th April, 1915, to the Commissioner of the Rajshahi Division.

3. Rajshahi Commissioner's No. 1569-I of 7th May, 1915, to the Director of Land Records.

4. Revised Sonthal lease.

5. Copy of time-expired lease of the Sonthal colonists.

and papers for the orders of Government on the question of the administration and management of the Sonthal colony in Jalpaiguri.

2. The rent-roll has been confirmed, and it is only on the question of the future administration and management of the colony that Government orders are now required. In his letter Mr. Milligan has

made certain proposals, which after consultation with him were modified in my letter to the Commissioner. The Commissioner made certain suggestion regarding the lease which has been accepted. The result is that all the following proposals have been agreed to :—

(1) That the revenue administration of the colony should be taken out of the hands of the colony and placed in those of the Deputy Commissioner.

(2) That the Deputy Commissioner should maintain a uniform policy for the preservation and isolation of the Sonthal colony, ejecting outsiders where possible, and admitting none to settlement without consulting the Superintendent of the colony and having due regard to the wishes of the latter.

(3) No new settlers should be introduced other than Sonthals; and so long as there is any land in the colony available and fit for reclamation, no settlement should be made with a Sonthal within five miles of the colony.

(4) New leases should be given to the present settlers in the form approved by Government for the renewal of Mal Jote Leases, substituting for the clauses therein (viz., 4 and 6) dealing with the “right of transfer” and “subinfeudation” the old clauses 5 and 7 of the expired colony leases (of which a copy is enclosed for ready reference) with power to transfer or sublet only with the consent of the Deputy Commissioner previously obtained in writing. Clauses 7, 8 and 9 of the Mal Jote Lease become in this circumstance also almost superfluous. Coupled with the instruction of the Deputy Commissioner to maintain the Sonthal character of the colony in its integrity, these provisions correspond as far as is desirable to those proposed in the supplementary draft of the Bill to amend the Bengal Tenancy Act so far as the restrictions on alienation of land by aborigines or semi-aborigines are concerned. The proposed lease is submitted for approval after revision on the lines suggested by the Commissioner and accepted by the Settlement Department.

(5) That, as in the rest of the district, future settlements should be made under the Arable Waste Lands Rules with the same modifications in the proposed preliminary and renewed leases regarding right of transfer and subinfeudation. When the question of the form of these leases raised in my No. 15 G.-3458, dated the 21st March, 1915, has been settled the necessary leases modified for the use of Sonthals will be submitted for approval.

(6) In other respects the colony should come under the ordinary revenue administration of the district.

I have accordingly the honour to recommend that these proposals may be accepted by Government.”

On these proposals Government passed orders in their No. 1346 of 8th February, 1916, as follows :—

“ No. 1346, dated Calcutta, the 8th February, 1916.

From—The HON'BLE MR. L. BIRLEY, C.I.E., I.C.S., Officiating Secretary to the Government of Bengal, Revenue Department,

To—The Director of Land Records, Bengal.

WITH reference to your letter No. 15R.-5805, dated the 14th July, 1915, and its enclosures, regarding the administration of the Sonthal colony in the district of Jalpaiguri, I am directed to say that Government accept the following proposals on the subject made by you :—

- (i) that the revenue administration of the colony should be taken out of the hands of the Superintendent of the colony and placed in those of the Deputy Commissioner;
- (ii) that the Deputy Commissioner should maintain a uniform policy for the preservation and isolation of the Sonthal colony, ejecting outsiders where possible, and admitting none to settlement without consulting the Superintendent of the colony and having due regard to the wishes of the latter;

- (iii) that no new settlers should be introduced other than Sonthals, and that so long as there is any land in the colony available and fit for reclamation, no settlement should be made with a Sonthal within five miles of the colony ;
- (iv) that renewed leases should be given to the present settlers in the form approved by Government for the renewal of Mal Jote Leases, with necessary alterations in the clauses relating to the right of transfer and subinfendation to suit the special condition of the Sonthals ;
- (v) that in other respects the colony should come under the ordinary revenue jurisdiction of the district.

2. A form of the renewed lease, as approved by Government, is enclosed. Condition six strictly forbids creation of subordinate tenancies and introduction of *adhiars*, yet leaves it to the discretion of the Deputy Commissioner to make exceptions. Government hope such exceptions will cover cases of individual hardships, *e.g.*, of old men and women without relations of the younger generation, who might otherwise find it difficult to cultivate their jotes without subletting or bringing in *adhiars*. These *adhiars* should be Sonthals.

3. Government also accept that the proposal made in paragraph 2 (5) of your letter that future settlements of Sonthals will be made under the Arable Waste Lands Rules. You are requested to submit, for the consideration of Government, forms of leases under these rules adapted for Sonthals after the general forms submitted with your letter

No. 15G.—3458, dated the 26th March, 1915, have been sanctioned.

Form of renewed lease for the present settlers in the Sonthal colony in the district of Jalpaiguri.

Headings.

Zilla Jalpaiguri	...	...	...	Western Duars.
Register of all leases	...	...	...	No.
Tauzi Register	...	...	...	Past No.
Ditto	...	...	...	Present No.
Taluk	...	...	...	Pargana.
Name of jotedar	...	...	...

Date 191 .

Preamble.

The lands covered by this lease are those specified in the *khatians* and maps entitled jote....., prepared under Notification No. 142R., dated the 21st January, 1908.

In consideration of your agreement to pay the following rent, namely :—

From	to	Rs.	per mensem.
"	"	"	" "
"	"	"	" "

payable in two kists annually namely—

a 6-anna kist on 30th November, and
a 10-anna kist on 1st March,

this lease for the lands described as aforesaid is granted to you for a period of 20 years from A. D., corresponding to B. S., on the conditions specified below :—

Conditions.

1. After expiration of the term of this your present lease, you will receive, subject to the provisions of clause 15, a renewed lease at such rates and on such conditions as may then be determined on by Government.

2. You shall pay the rent and cesses at the Tahsil office within whose jurisdiction your jote is situated on or before the days specified above, or such other days as the Local Government may appoint for the purpose; and you will be given a receipt for all payment made by you on this account, which receipt shall be the only proof of payment that will be admitted.

3. No claims for remission on account of failure of crops, absconding of raiyats, or the non-payment of their rents to you will be attended to.

In the event of you, your successors or representatives failing to pay the rent or cesses according to the aforesaid instalments on the aforesaid dates, all arrears shall be realized by sale of your property according to the provisions of the law for realization of arrears of Government revenue or any other law for the time being in force for the recovery of public demands.

4. During the term of your lease you are not privileged to transfer your jotedari right or any share or interest therein by sale, gift or otherwise to any person without the consent of the Deputy Commissioner previously obtained in writing.

5. Your heirs will succeed to this jote by inheritance, provided that every such succession shall be registered in the Tehsil office within two months of the right to such successions occurring, and they will be held responsible in the same manner as you are.

6. You and your heirs are hereby forbidden to create any tenancy under you without the express permission of the Deputy Commissioner previously obtained in writing, and it is hereby declared that whoever violates this condition will forfeit his interest in the jote. This prohibition extends also to the introduction of *adhiars*.

7. You will keep all boundary lines or marks in good order and repair, and clear off jungle to the satisfaction of the Deputy Commissioner of Jalpaiguri or such other officer who may be appointed to look after the Duars Government estates. You will make all boundary marks which you may be required to do by an order in writing from the Deputy Commissioner. If you fail to do so, the Deputy Commissioner, or such other officer who may be appointed for this purpose, may cause the boundary to be made, and recover the cost thereof under the Public Demands Recovery Act.

8. No right of fishery in any river is granted to you by this lease.

9. You are forbidden to erect any embankment or bund on the bank or in the bed of any river or stream without the express permission of the Deputy Commissioner previously obtained in writing, and you are likewise forbidden to cut any channel or water-course in or leading from the bed of any river or stream, or to do any act which will cause or tend to cause any river or stream to change its course or to alter the distribution of the water within its bed without the express permission of the Deputy Commissioner previously obtained in writing.

In the event of your contravening any part of this condition, the Deputy Commissioner will be entitled to take such steps as seem to him necessary to avert any consequences of such unauthorised action, and to recover the cost of so doing from you under the Public Demands Recovery Act.

10. All markets and *hâts* in the Western Duars being the exclusive property of Government, no right to establish such market or *hât* is granted to you, and you are absolutely prohibited from establishing any market or *hât* on land covered by this lease. If any *hât* or market be established in contravention of this condition, the Deputy Commissioner shall be entitled under clause 15 to resume the land on which such market or *hât* is held.

11. A public right of way is reserved over 20 feet on either bank of every navigable river or stream at all times of the year for the boat traffic, and all lands lying within a distance of 60 feet on either side from the centre of any public road or thoroughfare which shall have been or may hereafter be constructed and kept in repair from public funds, are liable to be used for ordinary repairs of such roads.

12. If any of the lands covered by this lease be required for a public purpose, the Deputy Commissioner shall be entitled to resume the same and at once to take possession thereof. You will be granted an abatement of rent for all the lands so resumed, calculated on the basis of the classification and rates by which your rent has been assessed. Compensation for buildings,

standing crops and trees, for which a valuation has been paid to Government, will be awarded to you by the Deputy Commissioner, but no compensation is due to you for the land itself.

13. All rights to minerals or quarries of all kinds are reserved to Government, together with such rights-of-way and other reasonable facilities as may be requisite for working, getting out, and carrying away such minerals.

14. When required to do so by the Deputy Commissioner, you are bound to furnish information regarding all particulars of your jote, and the crops grown on it.

15. If during the currency of this lease you are found to have contravened any of the conditions hereinabove specified, your lease is liable to be cancelled by the Deputy Commissioner, and all your right, title or interest in the lands covered by the lease will thereupon be extinguished; or if the Deputy Commissioner sees fit, he may inflict a fine not exceeding Rs. 500, in lieu of cancelling your lease: such fines will be recoverable under the Public Demands Recovery Act."

In pursuance of the orders contained in paragraph 3 of this letter the Director of Land Records addressed to Government his No. L.-257—5940 of 8th August, 1918 :—

"No. L.-257—5940, dated Calcutta, the 8th August, 1918.

From—M. C. McALPIN, Esq., I.C.S., Director of the Department of Land Records, Bengal,

To—The Secretary to the Government of Bengal, Revenue Department.

I HAVE the honour to invite a reference to your letter No. 1346, dated the 8th February, 1916, in paragraph 3 of which I was requested to submit for the consideration of Government forms of leases suitable for new settlers in the Sonthal colony. The finally approved form of lease for the Arable Waste Lands in the Western Duars has been received with Revenue Department, Memorandum No. 6038, dated the 22nd July, 1918, and on examination it appears that this form (form A) is quite suitable for the Sonthal colony provided the Deputy Commissioner only allows transfer to Southals. Mr. Milligan, it has been ascertained, agrees to it.

2. Another question arises. Though the Deputy Commissioner has considerable powers in Jalpaiguri by virtue of the different leases, it may be advisable to place them on a firmer foundation by extending the new amendment of the Bengal Tenancy Act to this Sonthal Colony in particular and possibly to the Southals in general in Jalpaiguri. I have the honour therefore to recommend that the local authorities may be requested to consider and report on this question.

This letter is under the consideration of Government."

The Settlement of *Ijara hâts* in the Western Duars.

112. In January 1914 I submitted the following proposals to the Commissioner :—

"Proposals for the settlement of *ijara hâts* in the Western Duars.

In Mr. Sunder's time there existed 17 private *hâts*. The number now found is 15. I have thought it advisable to delay the submission of proposals for re-settlement of these 15 *hâts* until such time as I had complete materials for a comprehensive proposal. As the basis of assessment is profits and not fates per acre it was unnecessary to settle them block by block *pari passu* with the land revenue.

2. It has been found in the past that the leases give the Deputy Commissioner too little control over such *hâts* in matters of the greatest

importance. As the introduction into the leases of the new terms which I am about to describe will affect profits, it is essential that I discuss these proposals before working out new rents. My proposed new rents will therefore be conditional on the acceptance by Government of new clauses in the lease. If these are not approved I should advise a modification of the rent-roll herein below set forth.

3. It is provided in clause 12 of the old lease that a certain sum be annually spent on upkeep and improvement of the *hâts*; but this has been systematically evaded and the penal clause 13 is too vague and indefinite to be effective. I propose that the new leases not only specify the sum to be devoted annually to this purpose but also direct that this sum be deposited with the Deputy Commissioner every year in advance if he so order, so that necessary improvements may be carried out under his supervision, the balance, if any, being returned to the lessee when the next year's deposit is made. I consider that 20 per cent. of the present income, calculated as it has been with every moderation, is a suitable sum to be earmarked in this way, The Deputy Commissioner would only insist on this deposit in cases where the *hât* was clearly suffering from lack of upkeep.

4. It often happens than an *ijaradar* levies exorbitant rates from particular people. The Deputy Commissioner should be given power in case of necessity to fix and publish a standard scale of rates for any particular *hât*, and the penalty for exceeding the rates so fixed should be fine and ultimately cancellation of the lease.

5. Complaints are often received of animals unfit for food being sold for slaughter at private *hâts*. The lessee should be made responsible for the wholesomeness of all articles of food or animals for slaughters sold in his *hât*.

6. The lack of any registration of the sale of cattle in such *hâts* is a direct aid to cattle theft; it would be a great advantage and would not involve excessive labour if the registration of sales of cattle at these *hâts* was made compulsory on the lessees.

7. The day on which the *hât* is to be held should be specified in the lease and it should not be open to the lessee to alter that date or to open his *hât* on any other date without the consent of the Deputy Commissioner in writing. Further the Deputy Commissioner should have the power to change the day of meeting of any *hât* by giving due notice of, say, three months.

The reason for these proposals is that in some of the tea garden areas an universal *hât* day has been established, and it is probable that the other tea garden sub-districts will eventually adopt the same course. In the case of the Damdim, Mal and Chalsa sub-districts a great deal of trouble has been caused by *hâts* which did not adopt the universal *hât* day. The value to the tea industry of an universal *hât* day is enormous; but if private *hâts* in the vicinity are able to stand out of the arrangement much of the value of the scheme disappears, the result being a great increase in the profits of the private *hâts* without any special benefit to the people of the locality.

In the event of the Deputy Commissioner causing or permitting any change in the *hât* day the rent payable would be subject to revision.

8. The income of each *hât* has been carefully estimated by Messrs. Harris and Hollow in the course of their jamabandi work. Their figures have been submitted to the tahsildars who, in every case where they differ from the conclusions of these officers, would increase rather than decrease the estimate. I therefore consider that the Assistant Settlement Officer's figures may in general be accepted as a moderate and fair estimate. I propose in the case of large *hâts* to leave to the *ijaradar* as profit 40 per cent. of the estimated gross income, requiring him to pay 40 per cent. to Government as rent and to spend or to deposit with Deputy Commissioner 20 per cent. annually for improvements and upkeep. In the case of small *hâts* I propose to fix 20 per cent. as rent and 10 per cent. or less for upkeep.

It will be observed that in the case of large *hâts* the scale of assessment is similar to that set forth in the preamble of the old lease. In my opinion this is too high a standard for the small *hâts*. In the case of small Government *hâts* tolls are not levied. It seems desirable to grant somewhat similar concessions to the smaller private *hâts*.

9. I now proceed to set forth my proposals in tabular form :—

PANGANA.	Name of hât.	Estimated annual income.	Existing rent.	PROPOSED—		REMARKS.
				Rent.	Deposit for upkeep.	
		Rs.	Rs.	Rs.	Rs.	
South Mainaguri	Rahimganj hât ...	2,000	200	800	400	
	Mallikar hât ...	1,500	200	600	300	
	Basladanga hât ...	500	10	100	50	
	Khagen's hât ...	300	10	60	30	
	Kalir hât ...	Too small for accurate estimate.	25	25	...	
North Mainaguri	Bataigole ...	2,000	50	800	400	Special note below.
	Barodighi ...	1,500	30	600	300	
	Kumlai ...	Too small for accurate estimate.	15	15	...	
Chengmari ...	Karanti ...	2,000	100	800	400	
Maraghat ...	Dhupguri ...	1,500	200	600	300	
	Kalir hât ...	150	10	30	15	
	Duramari ...	60	5	12	...	
	Bairagir hât ...	Too small to be estimated.	5	3	...	
East Madari ...	Monsir hât ...	Ditto ...	3	3	...	
	Silbari ...	1,500	65	600	300	

			Rs.
Total old revenue	...	...	928
New revenue	...	...	5,048

In defence of this formidable enhancement I desire to point out that the *hâts* have grown during the currency of the expiring leases and for a number of years the *ijaradars* have been deriving enormous profits from them. I would also invite a comparison with the principle on which jotedars have been assessed with respect to lands sublet in *chukani*. The new rents of *chukanidars* are calculated at 50 per cent. above those paid by jotedars leaving the jotedar 33 per cent. of his gross collection as profits. In the light of this consideration my proposal with regards to *hâts* will not seem extortionate.

10. The case of Barodighi *hât* must be specially considered. It was started as a small *hât* for the convenience of local cultivators, but when the tea gardens of Damdin, Mal and Chalsa adopted Sunday as an universal *hât* day, this *hât* which met on Tuesday and Friday sprang into importance and was almost entirely supported by tea garden coolies. In 1908 and again in 1912, the *hât* was experimentally restricted to Sunday and immediately returned to insignificance. As Government promised to co-operate with the planters in the universal *hât* day movement, and as there appears to be no need for this *hât* as a two-days' *hât* for the local cultivators, I consider that at this re-settlement it should be restricted to Sundays. Indeed in the past various Deputy Commissioners have held out such a promise to the Duars Planters' Association who have again and again come up in protest against this particular *hât*. If this is done the figures given in my tabular proposals must be altered. The income is estimated on the Tuesday and Friday basis. I propose that as a Sunday *hât* it be renewed at the previous rental.

11. I now turn to consider the form of lease to be granted to these *ijaradars*."

These proposal with a draft lease annexed were criticised by the Deputy Commissioner and sent on to Government by the Commissioner. As the question of an universal *hât* day is one of great importance to the tea industry, and as there may be a recrudescence of the problem, I think it well to reproduce here some orders and letters bearing on the history of this matter.

On 4th July, 1912, I, being then officiating Deputy Commissioner, passed the following order on the lessees of the Chalsa-Barodighi *Hât* :—

"*Chalsa-Barodighi hât case*.—This *hât* was leased in 1893 for 15 years. The lease expired in the beginning of 1909 and since then the lessees have been carrying on at the old rate. The rent has all along been Rs. 30. The profits of this *hât* during recent years

have been not less than Rs. 2,500 annually. The *hât* has hitherto been a bi-weekly *hât*, the lessees having the right to fix any day they pleased.

A number of years ago the tea gardens of the Chalsa, Mal and Damdim districts agreed to have one universal weekly *hât* day, Sunday being fixed as the day. At the time strong representations were made to the district authorities by the Duars Planters' Association that the Barodighi *hât* would be a stumbling block in their scheme unless it could be converted to a Sunday *hât*. These representations have been from time to time renewed when it was found that the existence of the *hât* on two week days resulted in heavy loss of labour to all gardens in these sub-districts. On every occasion the reply of the district authorities was that nothing could be done while the lease ran; but on its termination, favourable consideration of the question was promised.

I am strongly of opinion that we ought to meet the planting industry in this matter. The only objections that can be urged are:—(i) hardship to lessees, (ii) hardship to the agricultural population of the surrounding country, (iii) loss of revenue if the *hât* is impoverished.

(i) The hardship to the lessees lies in the fact that they will not in the future reap the golden harvests of the past. But the loss is not so great when we consider that the new lease would in any case have fixed a rent based on Rs. 2,500 annual income. The lessees plead that they have sunk much capital in buildings. They very much exaggerate. I doubt if all the buildings in the *hât* are worth more than Rs. 2,000. It is not stated what the present lessees paid for the *hât*, but in the seven years of their tenure they must have fully recouped themselves.

(ii) If experience shows that the *hât* is a valuable asset to the surrounding cultivators, the present orders will be modified. But as the whole argument of the lessees is that as a Sunday *hât* this *hât* will dwindle into insignificance, it can not be really thriving on local support. It is obvious that if the local cultivators really need this *hât* they will use it on Sundays as readily as on Tuesdays or Saturdays. But the lessees know well that the Malbazar *hât* is the more popular *hât* with the people, and that they have made their profits out of the coolies from all the gardens of Chalsa, Malbazar and Damdim who troop down to Barodighi on Tuesdays and Saturdays.

(iii) My view of the case is that the duty of Government is to provide a sufficiency of *hâts* and *hât* days for its tenants even though that may clash with the interest of the tea industry. But it is out of place for Government to maintain a *hât* which meets no local demand, but thrives on custom for which it was not designed to cater at all. I believe that until the Sunday *hât* arrangement was consummated the Barodighi *hât* was little more than an ordinary railway station bazar. Its rise to importance is due entirely to lack of competition on week days. The rent of the *hât* shows clearly that it was a very petty market in 1893.

I hold that the view of the planting community is reasonable and just and that Government should forego some revenue in respect of this *hât* by limiting it to one day, that day being Sunday. It will now cater only for the local agricultural tenants and for the coolies of one or two gardens that will find it more convenient than Malbazar. If the volume of its trade from these sources proves to be such that a second day seems desirable in the interests of its patrons, I shall favourably consider the question.

But having heard Counsel on behalf of the lessees and carefully read their written representations, I decide that the renewed lease of the *hât* shall limit it to Sundays only, and in anticipation of the issue of that lease, my order in this matter will come into force at once."

Against this an appeal was lodged and on it the Commissioner passed the following order, dated 28th March, 1913:—

"The only point now for decision is whether pending the renewal of the lease for this *hât*, to which the lessees are entitled subject to such conditions as may be determined by Government, the Deputy Commissioner is entitled to restrict the holding of the *hât* to Sundays only. There can I think be no question that if so advised Government may make it a condition of renewal that the *hât* is to be held only on Sundays, thus bringing it into line with the other tea garden and Government *hâts* in the neighbourhood.

The lease for this *hât* expired in the year 1909, and it has not yet been renewed, nor have the lessees yet had an offer of renewal. They have therefore been continuing to hold the *hât* under their old lease, and this imposes no restriction on the day or days of the week on which the *hât* should be held.

I am of opinion that the lessees must continue to enjoy all the privileges they possessed under the old lease, until a renewed lease is offered to them. They can, therefore hold the *hât* on whatever days they choose pending the renewal of the lease."

In criticism of my proposals for the re-settlement of the *ijara hâts* Mr. Lees wrote as follows:—

"No. 711G., dated Jalpaiguri, the 3rd June, 1914.

From—D. H. LEES, Esq., I.C.S., Deputy Commissioner of Jalpaiguri,
To—The Commissioner of the Rajshahi Division.

I have the honour to submit the following opinion on the proposals of the settlement of *ijara hâts* in the Western Duars.

2. The Settlement Officer has proposed some new clauses to be inserted in the lease of these *hâts*. The most important proposal is that the day on which the *hât* is to be held

should be specified in the lease and it should not be open to the lessee to alter that date without the consent of the Deputy Commissioner in writing. In paragraph 92 of his report Mr. Sunder noted the days on which a *hât* was to be held. I think that it is very desirable that the days on which *ijara hâts* are to be held should be specified in the lease.

3. There is another proposal that in the tea garden area of the sub-districts of Damdim, Mal and Chalsa within the Mainaguri tahsil an universal *hât* day should be adopted. In this area Sunday is now the universal *hât* day for all Government *hâts* and all tea garden *hâts* with the exception of Gazaldoba *hât* which is held on an Indian-owned tea garden remote from other tea gardens. The *ijara hâts* within this area, Barodighi and Kumlai, are bi-weekly *hâts*, the first being now held on Tuesday and Saturday and the latter on Sunday and Wednesday. Kumlai *hât* is insignificant, but Barodighi *hât* is important. The proposal therefore mainly affects this *hât*. On the 23rd May 1912, Mr. Milligan, the then Deputy Commissioner, passed an order that Barodighi *hât* would be confined to one day a week, *viz.*, Sunday. A petition was then put in by the lessees, and on the 4th July, Mr. Milligan, after hearing Counsel on behalf of the lessees, decided that the renewed lease of the *hât* shall limit it to Sundays only and, in anticipation of the issue of that lease his order in the matter would come into force at once. A copy of this order is annexed. The order was enforced and from June, 1912, the *hât* was held on Sunday only until the Commissioner passed order (copy annexed) on the 20th March, 1913. This order was communicated to the lessees on the 8th April, since when the *hât* has been held bi-weekly as before. The result of Mr. Milligan's order was that the Barodighi *hât* became much smaller as people attended on Sunday the more important *hât* at Bataigol, which is only about five miles distant. The people who previously attended Barodighi *hât* on week days went to Kumlai *hât*, three miles distant from Barodighi *hât* which developed rapidly from insignificance into a big *hât*. In August, 1912, an order was passed by the Deputy Commissioner confining this *hât* also to Sunday. An unauthorised *hât* was then started on *jote* land near Barodighi *hât* but this was closed in September, 1912. The Government *hât* at Batabari, about five miles distant from Barodighi *hât*, which was then held on Tuesday became a big *hât* and in October, 1912, this *hât* also was confined to Sunday and ceased to exist altogether. It is clear from these facts that inconvenience was caused to the villagers who attended Barodighi *hât* on week days owing to the *hât* being held only on Sunday. Petitions complaining of this inconvenience were also sent to the Deputy Commissioner. Outside the tea garden area bi-weekly *hâts* are held in this district as they are the most convenient for the wants of an agricultural population. The case of the tea industry is set forth in letter Nos. 228—475, dated the 11th May, 1913, from the Secretary to Duars Planters' Association, to the Secretary to the Government of Bengal, which was forwarded to you with memorandum No. 935 T.—B., dated the 11th May. This was reported on by Mr. Milligan in his letter No. 1094 G., dated the 8th July 1913. The position is that, if the Barodighi and Kumlai *hâts* are held on Sundays only, the villagers will suffer some inconvenience in getting their market supplies while, if these *hâts* are held bi-weekly the managers of the neighbouring tea gardens will be troubled by the absence of some of their coolies from work more than once a week. It is impossible to find a satisfactory solution in this conflict of interests. It would be hard to deprive the villagers of the convenience of a *hât* on a week day which they have enjoyed for many years. The fairest compromise would seem to be to decide that the Barodighi and Kumlai *hâts* should be permitted to be held bi-weekly, but one of the days on which these *hâts* are to be held must be Sunday. If the Barodighi *hât* is to be held on Sunday only, the lessees would suffer considerable loss and would seem to be entitled equitably to some compensation.

4. The other proposed new clauses of the lease are necessary. I agree that 20 per cent. of the income of *hâts* should be earmarked for the upkeep and improvements of the *hâts* and that the Deputy Commissioner should have power to insist on this sum being deposited if he is satisfied that the money is not spent for these purposes in any year.

5. I accept the estimates of the income of the *hâts* which do not err on the side of excess. I do not think that 40 per cent. of the present estimated gross income is too high a rent. This income will increase with the development of the district.

6. The Settlement Officer's proposal about the resettlement of the *ijara hâts* is returned in original."

The proposals were submitted to Government by the Commissioner with the following covering letter :—

"No. 321, dated Camp Kurseong, the 19th June, 1914.

From—C. A. RADICE, Esq., I.C.S., Officiating Commissioner of the Rajshahi Division,

To—The Secretary to the Government of Bengal, Revenue Department.

In continuation of Mr. French's letter No. 118 V., dated the 22nd July, 1913, on the subject of the Sunday *hât* system in the Western Duars, I have the honour to enclose copy of the Settlement Officer, Jalpaiguri's letter No. 496 S., dated the 12th January, 1914, with his proposals for settlement of *ijara hâts* in the Western Duars, and copy of Deputy Commissioner of Jalpaiguri's letter No. 711 G., dated the 3rd June, 1914, in which Mr. Lees expresses an opinion on Mr. Milligan's proposals.

2. I accept these proposals excepting as regards Mr. Lees' recommendation that the two *hâts* Barodighi and Kumlai be permitted to become bi-weekly, one of the days being a Sunday. Mr. Lees admits that this would be a breach of the arrangement made with the tea interest that *hâts* frequented by their coolies should only be held on Sundays and he justifies his suggestion that these *hâts* should be exceptions to that rule on the ground that inconvenience would be caused to certain villagers by not having a week-day *hât* which they enjoyed for many years. Mr. Lees does not say that the villagers cannot attend the *hât* on Sunday nor does he give any reasons, excepting established custom, why the villagers should want to go to a *hât* on two days in the week. There are numberless *hâts* all over Bengal, which are only held one day in the week and they seem to suit the needs of the villagers. The inconvenience referred to by Mr. Lees can therefore not be great and it only will be a matter for the villagers to become accustomed to conducting all their transactions once a week. The tea interest is too valuable in the Duars to be neglected. Therefore I recommend that both the Barodighi and the Kumlai *hâts*, like all the other ones frequented by the tea garden coolies, should be permitted to be held on Sundays only. It follows that the rent for Barodighi should be Rs. 30 as suggested by Mr. Milligan in the 10th paragraph of his report.

3. I approve of the form of lease suggested by Mr. Milligan with one addition to paragraph 17 empowering the Deputy Commissioner to delegate his authority to inflict fines to some officers subordinate to him. I would, therefore, insert after the words "Deputy Commissioner" the following words "or such Gazetted Officer as he may by name appoint".

The orders of Government, contained in their No. 8380 of 29th August, 1914, were as follows :—

"No. 8380, dated Calcutta, the 29th August, 1914.

From—The HON'BLE MR. J. H. KERR, C.I.E., I.C.S., Secretary to the Government of Bengal, Revenue Department,

To—The Commissioner of the Rajshahi Division.

I am directed to refer to your letter No. 321, dated the 19th June 1914, and enclosures in which you submit proposals for the settlement of *izara hâts* in the Western Duars in the district of Jalpaiguri.

The questions requiring the orders of Government are—

- (1) The Sunday *hât* system,
- (2) The assessment of rent on the *hâts* leased out to private individuals, and
- (3) The form of *patta* to be granted to the lessees.

2. With regard to (1) the Barodighi *hât* is held on Tuesdays and Saturdays and the Kumlai *hât* on Sundays and Wednesdays. The Duars Planters' Association have represented that all other *hâts* in the Western Duars meet only on Sundays, and that it is very important for the tea industry that *hâts* should meet only on that day which has been practically universally adopted as the *hât* day. The Settlement Officer considers that the *hâts* farmed out in *izara* should also be restricted to Sundays. The Deputy Commissioner, however, thinks that this would cause some inconvenience to the villagers and he proposes that the Bardighi and Kumlai *hâts* should be permitted to be held bi-weekly, one of the days being Sunday. You differ from the Deputy Commissioner and think that these two *hâts* like all other *hâts* should be restricted to Sundays only. I am to say that Government agree with you and direct that all Government *hâts* leased to private individuals which are frequented by tea garden coolies should be held on Sundays only. The lease of the Barodighi *hât* may be renewed at the existing rental of Rs. 30.

3. As to the assessment of rents, the Settlement Officer proposes that in the case of large *hâts* the *izaradar* should receive 40% of the estimated gross income of the *hât* as profit, should pay 40% to Government as rent and should spend or deposit with the Deputy Commissioner 20% annually for improvements and upkeep, while in the case of small *hâts* the rent should be 20% and the deposit for improvements and upkeep 10% or less, leaving 70% to the *izaradars* as profit. Government approve of these proposals which have been accepted by you and the Deputy Commissioner.

4. I am also to convey the approval of Government to the form of *patta* which it is proposed to grant to the lessees of the *izara hâts* subject to the following modifications :—

Clause 4 of the *patta*—The word "proprietary" should be expunged.

Clause 5—After the words "your heirs" insert "or the heirs of your successors, representatives or assigns."

Clause 7—Add to the end of this clause "This penalty is in addition to any penalty that may be levied under clause 17 of this *patta*."

Clause 11—The following should be added to this clause,—“together with such rights of way and other reasonable facilities as may be requisite for working, getting out and carrying away such minerals.”

Clause 13—Expunge the words "annually in advance" and insert after "deposit this sum" the words "or any part thereof."

The lease as finally approved by Government is as follows :

" FORM OF PATTa

To be granted to the proprietors of private markets.

Tahsil Office.

Zilla Jalpaiguri	...	...	...	Western Duars.
Register of <i>hât</i> leases	...	...	...	No.
Tauzi register	...	...	...	Past No.
Taluk	Pargana			

Dated

191 .

Name of Proprietor of *hât*

To

Whereas you were in possession of the *hât* within the boundaries specified below, viz :—

North

East

South

West

which lands are described in *Khatian* No. of the settlement record prepared in year and numbered in map of the same settlement ; and as you have agreed to pay on re-settlement of the aforesaid *hât* annually the sum of Rs. (being per cent. of an annual gross profit of Rs.) as rent, this pattah is hereby granted to you from (A. D.) corresponding with (B. S.) for a period of fifteen years, you shall on payment of the aforesaid rent, viz., Rs. hold possession of the aforesaid *hât* No. in taluk Pargana in the Western Duars for the said period of fifteen years subject to the conditions stipulated below as well as in the *hât* rules. After the expiration of the term of this pattah re-settlement of the aforesaid *hât* will be made with you, your heirs, or representatives on such terms and such rent as may be determined on by Government.

Conditions.

(1) After expiration of the term of this your present lease, you will receive a renewed lease at such rates and on such conditions and under such *hât* rules as may then be determined on by Government.

(2) You, your successors or representatives shall pay the rent according to the following instalments to the tahsildar of the tahsil in which your aforesaid *hât* is situated, or any other officer appointed for the purpose of realizing the same on or before the appointed days. The receipt granted by such officer will be considered a full discharge from further liability to pay the rent, and unless you can show such receipt your plea of having paid the rent will not be heard.

On 15th February an eight anna kist of your rent or Rs.

On 31st. October an eight anna kist of your rent or Rs.

(3) No claims for remissions, on account of loss incurred, absconding of shop-keepers or the non-payment of their dues to you will be attended do.

In the event of you, your successors or representatives failing to pay the rent according to the aforesaid instalments on the aforesaid dates, all arrears shall be realized by sale of your property according to the provisions of Act VII (B.C.) of 1880, or any other law for the time being in force for the recovery of public demands.

(4) During the term of your lease you are privileged to transfer your right or any share or interest therein, by sale, gift or otherwise, and the person or persons to whom the *hât* may be so transferred, will have the same right or privileges as you and will be subject to the same liabilities as you are. Such a transfer will, have however, not be recognized and will convey no right to

the person in whose favour it is made, unless the transfer is registered in the Jalpaiguri Collectorate within two months of the date of its being made for which a registration fee of four annas per centum on the annual income of the *hât* or any share therein so transferred will be payable. But though the transfer of shares in a *hât* will be thus allowed, the entire *hât* as constituted by this *patta*, will remain liable for the entire rent which you now agree to pay and the entire *hât*, and not a share of it only, will be sold under clause 3 of this *patta*, if any portion whatever of a kist of rent as stipulated in clause 2 of this *patta* is not paid on or before the date fixed in that clause.

(5) Your heirs or the heirs of your successors, representatives or assigns will succeed to the *hât* by inheritance and will be held responsible in the same manner as you are, provided that every such succession shall be registered in the Jalpaiguri Collectorate within two months of the right to such successions occurring in default of which this lease shall be considered as cancelled and the fee of two annas per centum of the annual income on the *hât*, whether the successions be for the entire *hât* or only a portion thereof, will be charged.

(6) You, your heirs, successors, representatives and assigns are hereby forbidden to create any right save and except *ijara* right. In granting leases to *ijaradars*, you will expressly stipulate that they shall not sublet the whole or any portion of their right under pain of immediate forfeiture of such right and it is hereby declared that whoever violates this condition will forfeit his interest in the *hât*. You are bound to register the *patta* and *kabuliyat* according to the law in case of your giving the *hât* in *ijara* or farm.

7. You are permitted to hold the aforesaid *hât* on _____ days and _____ days. You shall not alter these days without the sanction of the Deputy Commissioner previously obtained in writing. Further, the Deputy Commissioner shall have the power to alter the days on which the *hât* will meet, by giving you _____ months' notice to this effect. On the expiry of the period of such notice you will be bound to change the days accordingly.

In the event of you, your successors or representatives committing any breach of this condition the Deputy Commissioner will be at liberty to close your *hât* on all days on which you open it without authority. This penalty is in addition to any penalty that may be levied under clause 17 of this *patta*.

8. You will keep all boundary lines or marks in good order and repair and clear off jungle to the satisfaction of the Deputy Commissioner of Jalpaiguri or such other officer who may be appointed to look after the Government estates in the Duars. You will make all boundary marks which you may be required to do by an order in writing from the Deputy Commissioner. If you fail to do so the Deputy Commissioner or other officers who may be appointed for this purpose may cause the boundary to be made and recover the cost thereof under the Public Demands Recovery Act.

9. You are not allowed to establish the *hât* or any portion of it on a public road near or within the *hât* compound which shall have been or may hereafter be constructed from public funds, and you are bound to keep the road neat and clean.

10. If any land covered by this lease be required by Government, the Deputy Commissioner or such other officer who may be appointed for this purpose, can take possession of it and an abatement of rent proportionate to the net profit of the *hât* will be allowed to you. Compensation for any building that may be on the land will be paid to you, none being allowed for the land itself.

11. All rights to minerals or quarries of all kinds are reserved to Government together with such rights of way and other reasonable facilities as may be requisite for working, getting out and carrying away such minerals.

12. It will be your duty to report to the police all occurrences within your *hât* which the law requires to be reported and to assist the police in causing the arrest of criminal. You are bound to give any information which the Deputy Commissioner wishes to know about your *hât*.

13. You are bound to keep the market in good order and for this purpose to spend Rs. _____ for your *hât* establishment, the scale being laid down by the Deputy Commissioner and Rs. _____ for such improvements of your *hât* as may be ordered by that officer. The Deputy Commissioner may call

upon you to deposit this sum or any part thereof in his court and may himself cause such improvements as he considers necessary to be made, provided that you shall in no case be compelled to disburse on such improvements a larger sum in any one year than is set forth above. On being called upon by the Deputy Commissioner to deposit the money for improvements you shall be bound to make such deposit forthwith.

14. You shall be bound to see that no article of food or animal unfit for human consumption is exposed for sale as food in your *hât*.

15. You shall cause all sales of cattle in your *hât* to be registered in the form prescribed by the Deputy Commissioner.

16. The Deputy Commissioner will be at liberty at any time to draw up and publish a scale of tolls and fees for your *hât*, and you shall be bound to abide by this scale.

17. Should you fail to comply with any of the above conditions you will be liable to a fine not exceeding Rupees for every such offence. The Deputy Commissioner or such Gazetted officer as he may by name appoint is empowered to inflict such fines; and in case of repeated breaches of these conditions he is empowered to cancel this lease, and resettle the *hât* with other lessees.

Deputy Commissioner."

CHAPTER VI.

Leases in the Western Duars.

113. When the Duars were annexed in 1865 there were already a number of jotdars in occupation of lands. From that date down to 1915, when further Settlements of Waste Land were stopped by Government, the number of jotdars steadily and at times rapidly increased. For over twenty years after annexation jotes were settled under the provisions of Act XVI of 1869 and the Waste Lands Rules of 1875, while the question of the rights of the different classes of Tenants found in the tract was slowly threshed out, and two attempts at a Settlement of the Duars were made, but neither was a success. The result of it all was that the system of land-holding and the *de facto* incidents of the various tenures got into a somewhat chaotic state. To reduce this chaos to order, to systematise the land-policy and to define the rights and obligations of all classes of tenants, the Waste Lands Rules of 1888 were framed and the Settlement of Mr. Sunder, culminating in the so-called Mal Jote Leases of 1891 was carried out.

The term Mal Jote has come down to us from our predecessors. It was originally applied to Jotes found in existence at the time of annexation of the Duars from Bhutan as opposed to new Jotes created subsequently. Mr. Sunder gave one form of Lease to all jotes in existence at his Settlement irrespective of their origin. As his lease was called the Mal Jote Lease, in distinction from the Leases sanctioned by Government under the Arable Waste Lands Rules, the term "Mal Jote" acquired a new meaning which it still retains, namely, a Jote settled by Mr. Sunder in Mal Jote Form. The name was used in this Settlement in this sense, to distinguish the Jotes of Mr. Sunder's Settlement from Jotes subsequently created on leases prescribed in the Arable Waste Lands Rules.

114. In a previous Chapter I have given an historical description of the various classes of tenants. In this Chapter we are concerned only with the situation arising from the Waste Lands Rules and Mr. Sunder's Settlement. The former laid down the principles on which new Settlements of waste land were to be made, and the latter defines the rights and obligations of all Jotdars settled previously.

A number of Mal Jote Leases were issued after Mr. Sunder's time and as explained in Chapter III a great deal of unnecessary discussion raged around the jotes created since 5th November, 1898, in Mal Jote form. The truth of the matter I subsequently discovered to be that *no jote* had been created in Mal Jote Form since Mr. Sunder's time, but that the Mal Jote Lease had been irregularly issued instead of the Renewed Arable Waste Lands

Lease on the expiry of Preliminary Reclamation Leases. In every case where I found a Mal Jote Lease issued since Mr. Sunder's time I found that it had been preceded by a preliminary lease under the Arable Waste Lands Rules, so that such jotes come within Proviso 3 and not Proviso 4 of Notification 964 T.R.

They thus present no difficulty at all.

For a few years after 1905 Preliminary Leases under the Arable Waste Land Rules were issued to all new settlers, but when the consideration of new lease-forms was undertaken, only amalnamas were issued which gave possession of the land with a promise of a lease hereafter.

There were thus 4 classes of Jotes in the Duars for which leases had to be prepared at this Settlement, namely—

- (1) Jotes settled by Mr. Sunder under Mal Jote Leases.
- (2) Jotes settled subsequently under Renewed Arable Waste Lands Leases.
- (3) Jotes settled under A. W. L. Preliminary leases.
- (4) Jotes created under Amalnamas for the reclamation of waste land for which no lease had yet been issued or prescribed.

In addition to these four classes there were several individuals and small communities who had hitherto enjoyed special privileges and for whom new leases had to be drafted. It was also decided that this settlement should crystallise into the form of a lease the rights and obligations of chukani-dars.

The history of the land laws of Jalpaiguri district is briefly but very clearly set forth in the notes on section 1 of the Tenancy Act of Rampini. The legal position in the Duars was exhaustively examined as a preliminary to the drafting of new leases. I shall briefly state the conclusions arrived at by Government, then I shall describe the various new leases which were adopted, and in conclusion I shall briefly indicate the legal situation which will arise when the newly issued leases expire.

Notification No. 964 T. R. of 5th November, 1898, extended the Bengal Tenancy Act to the whole of the Duars subject to important limitations, and in doing so it repealed Act X of 1859 and Act VI of 1862, which had been extended to the Duars in 1895 in supersession of Act XVI of 1869.

The limitations were intended to safeguard the system introduced by and embodied in the waste land rules on the one hand, and Mr. Sunder's leases and settlement papers on the other. It is unfortunate that the issue of such a notification was not anticipated at the time when these rules and leases were drawn up.

Proviso III of the notification bars every section of the Tenancy Act, save the one which repeals former Acts, in respect of land previously or subsequently granted or leased by Government under an instrument in writing for the cultivation of tea or for reclamation under the Arable Waste Lands Rules. This bar, being a territorial one, will apparently continue to operate until Notification 964 T.R. is superseded by another extending the Act to those lands.

In order to preserve this immunity in respect of waste-lands it was clearly necessary either to retain the forms of lease prescribed by the rules of 1888, or to amend the Arable Waste Lands Rules and embody in them the new leases which it was intended to issue on this occasion and in future. As I shall presently explain, what has actually been done is to retain the old form of renewed lease in the case of jotes of the 2nd and 3rd classes above mentioned while a new form has been approved for Jotes of class 4, and for future new settlements, the provisions of which have, as a preliminary measure, been embodied in a revised schedule of Arable Waste Lands Rules for the Western Duars. In this way the Tenancy Act will remain excluded from tea and waste lands until Government decides to extend it.

Proviso IV enacts that when there is anything in the Bengal Tenancy Act which is inconsistent with any rights or obligations of any tenant of agricultural land as defined in settlement proceedings heretofore approved by Government, or with the terms of a lease heretofore granted by Government

to any tenant of Agricultural land, such rights, obligations or terms shall be enforceable notwithstanding anything contained in the said Act.

With this limitation the Tenancy Act became and remains the law of the land in respect of the whole area settled by Mr. Sunder, and of all other areas leased out by Government, otherwise than in accordance with the provisions of the Waste Lands Rules.

The first lease considered, and after discussion approved, was the lease for renewal of Mal Jotes. Before drafting a lease it was necessary to determine—

- (1) to what extent, if at all, terms inconsistent with the Tenancy Act could legally be imposed ;
- (2) to what extent the terms of the expired leases of Mr. Sunder could be altered in framing the new leases ;
- (3) what rights and obligations Government was now willing to grant to and impose on the jotedars.

Clause 1 of Mr. Sunder's Mal Jote Lease reads as follows :—" After expiration of the term of this your present lease you will receive a renewed lease at such rates and on such conditions as may then be determined on by Government." In Appendix V of Mr. Sunder's report is reproduced a Notification drafted by Government in accordance with the provisions of Act XVI of 1869 and relating to the publication of the Settlement Records. Clause 1 of that Notification says "after expiration of the present lease the jotedars will receive renewed leases at such rates and on such conditions as may be determined on by Government."

Three separate Legal Remembrancers expressed the opinion that when read with Proviso IV of Notification 964 T.R. of 5th November, 1898, these definitions of the jotedar's position on the expiry of Mr. Sunder's leases gave Government a free hand to insert in the new leases conditions inconsistent with the Tenancy Act on the one hand and with the Leases of Mr. Sunder on the other.

115. The legal right of Government to frame a new lease on any terms it pleased being thus established, the drafting of those terms was then taken up. Experience had shown that the Mal Jote Lease was a badly worded document, and it had been found impossible to enforce its provisions, so the first resolution arrived at was that the new lease would be so framed as to enable Government, through its local officers, to enforce the terms thereof. With this reservation it was decided that most of the provisions of the Mal Jote Lease should be retained. There were however 3 important questions, raised originally by the local officers, which occasioned a very great deal of discussion and careful consideration, namely the questions of Transfer of Jotes, sub-infeudation and the status of *adhiars*.

In the problem of the right of transfer it was clear that the whole question of the policy of Government in the Duars was involved. The general policy of the Government of India is stated in paragraph 14 of the Rules relating to Waste Lands, Section I, Preliminary, at page 9 of the Waste Lands Manual. I quote extract therefrom :—" Broadly speaking it is not the present policy of the Government of India to grant leases of this nature to strangers. Where middlemen already exist and have acquired prescriptive rights these should, of course, be respected and maintained. But where no such middlemen and no such rights exist, where the sole right-holders in the soil are the raiyats and the State His Excellency cannot doubt that, as a general principle, it is inexpedient to create a new class of right-holders intermediate between these two, composed of persons who possess no natural connection with the existing agricultural population." Mr. Sunder's report does not state what the particular policy of the Bengal Government in the Duars was, and I have been unable to find any full enunciation of it in the correspondence relating to that settlement. Paragraph 17 of Mr. Nolan's note on Mr. Sunder's report gives the nearest approximation to a statement of policy which I have found. I quote it in full :—" In regard to the different classes of cultivators in the Duars, I may

observe that the jotedari system has on the whole worked well. It has not interfered with the enhancement of the revenue, which is now fully adjusted to the conditions of a country which, though fertile, is very malarious, and infested by wild beasts; I believe it is as high as the rent in the adjoining pargana of Bengal under private ownership, that of Baikunthapur. The absentee jotedars, an element of the presence of which much was at one time made, are less than eight per cent., and they include many persons who live near their jotes, though not on them. The jotedar's interest in his land sells at a substantial price, varying from three years' purchase on the rental in Alipur tahsil to 13 years' purchase in Mynaguri. The majority of the jotes are of a size suitable for the occupation of peasant proprietors, paying less than Rs. 25 a year in revenue. On the other hand, the attempt to introduce land-owners by granting large estates under the name of jotes to the late Colonel Hedayat Ali and others has not proved successful; it has retarded reclamation, and the revenue is collected with more difficulty from such proprietors. The actual cultivators are lowered in position. It will be observed that of the land granted to Colonel Hedayat Ali, 19,000 acres have been resumed for failure to fulfil the conditions as to reclamation, and that 'much of it was immediately taken up by small jotedars.' From Mr. Nolan's remarks and by inference from the terms of the Mal Jote Leases, and the Government Notification contained in Appendix V of Mr. Sunder's report it seems clear that the aim of Government was to settle the land of the Western Duars with resident small capitalists, who would in general cultivate some or all of their lands themselves. To such tenants a heritable, transferable right, with power to sublet to one class of under-tenants only, and with permission to cultivate the lands retained in their own possession by means of *adhiars* or of mere farm-labourers was granted both by Mr. Sunder's Settlement and by the Arable Waste Lands Leases of 1888. Mr. Sunder proposed to bring both sets of jotedars absolutely into line by inserting a residence-clause in his lease, but this was not approved by Government on the ground that it would be unjust to impose an impossible condition on persons who had acquired jotes in a perfectly legal manner in the past.

A few years before the inception of the present settlement a wave of land speculation swept over the Duars, and it seemed that the character of the jotedari interest would soon be entirely changed. Non-resident capitalists of every description bought up jotes right and left, and the position stated by Mr. Nolan was entirely reversed. If Mr. Nolan's note correctly represents the opinion of Government at the time of last settlement on this point, then we must conclude that it was believed that land-speculation in the Duars was a thing of the past and being unlikely to recur it was not thought necessary to provide definitely against it.

To illustrate the state of affairs existing in the Duars when this settlement began I may quote a few remarks of Mr. Gruning, the Deputy Commissioner, who made a number of notes and collected much information on this subject.

"The important question for decision at the next settlement is whether we are going to allow a class of middlemen, many of whom are speculators and absentees, to grow up. It is no use trying to prevent middlemen coming in as long as jotedars are allowed to transfer their jotes without restrictions. Meches are being deprived of their land everywhere, and speculators find them an easy prey."

I should add to the last sentence that by 1907 all Meches in the Western Pargannas had sold their jotes and moved eastwards, and by 1915 practically every Mech had left the district altogether.

Or again "The result of all this is that the jotes of poor tenants ultimately pass into the hands of the speculators—either through Civil Court Sales or ordinary deeds of transfer; and there being no restriction in the previous settlement leases, the said transfers take place in large numbers and without any check, and it appears that the number of such transfers is gradually increasing."

It was found by this settlement that Mr. Gruning had in no way overstated his case; and that, unless the process could be checked, the jotedar of the future would be a non-resident capitalist, and that jotes in the Duars would ultimately become estates. Out of 5,542 transfers which came to the

notice of the Settlement Officer, the purchaser in 3,444 was a jotdar already in possession of other jotes, in 637 cases he was a *mahajan*, in 83 cases a pleaders, in 100 cases a tea garden or its representative, while in 1,298 cases the purchaser was a chaukanidar and presumably a resident cultivator. In 1912 it was ascertained that out of 9,910 mal jotes as many as 3,996 were held by non-resident joddars.

The Government of Eastern Bengal and Assam, was not disposed to acquiesce in this change. While it was recognised that a raiyatwari settlement was impossible, the old ideal of resident small capitalists was adopted as the goal to be striven for. The question was unsettled when the partition of 1912 took place, but the Government of Bengal took the same view of the case as that held by the Government of Eastern Bengal and Assam. It was decided that the powers which Government possessed of making new conditions and modifying old ones unhampered by the Tenancy Act, should be used to put a stop to further increase of the non-resident capitalist class, by placing such safeguards on the right of transfer as would prevent the jote of a resident cultivator from passing into the hands of a non-resident middleman. Clause 4 of the Form of Renewed Lease for Mal Jotes in the Western Duars, sanctioned by Government in letter No. 9118 of 15th September, 1914, reads as follows :—" You shall not transfer your joddari right or any share or interest therein by sale, gift or otherwise except with the sanction of the Deputy Commissioner previously obtained in writing. Such sanction will not ordinarily be withheld if the Deputy Commissioner is satisfied that the transferee *bonâ fide* intends to reside on or near the jote; and the transferee will have the same rights and privileges as you have and will be liable to the same obligations as you are."

This clause has aroused much opposition among the joddars, but this was foreseen from the very beginning, for in 1905 Mr. Gruning wrote : " Government must either legislate and restrict the right of transfer or must allow non-resident landholders and middlemen, in which case the jotes in the Western Duars will soon pass into comparatively few hands and we shall have really a zemindary system with a temporary settlement. Any attempt to legislate in this direction will be opposed by all the moneyed classes, especially pleaders and money-lenders. What they want is free right of transfer with no residential clause. There is a steady attempt being made to get jotes recognised as estates and the demand for separation of accounts is part of this."

In framing the above-quoted clause 4 of the new lease Government considered and rejected the following among other proposals :—

- (1) The insertion of a residence-clause.
- (2) The insertion in clause I of a statement that on the expiry of the new lease only those joddars found resident would get renewal.
- (3) The reservation to Government of a right of pre-emption in all sales of jotes.

I mention these points to show that every aspect of the problem was fully considered.

Clause 4 however, should, I submit, be supplemented by clear instructions to the Deputy Commissioner as to the grounds on which he should refuse his sanction to transfers. The clause is primarily intended to prevent any increase in the number of jotes held by non-residents, and secondly it was expected that owing to the operation of this new condition the number of resident joddars would tend steadily to increase. It has not been stated clearly whether a jote held by a non-resident may be sold to another non-resident. Another point which deeply interests the capitalists of Jalpaiguri is whether Government will consider a tea garden to be a resident cultivator or not for the purposes of this section. All waste land suitable for tea has already been taken up, or definitely refused by Government. The only way of opening out new tea-lands now is by the purchase and amalgamation of jotes. The general policy of the Government of India enunciated in paragraph 14 of the Waste Lands Rules from which a quotation was made above, is hostile to the wishes of the capitalists in this respect, but in a limited number of cases the sanction of Government has been accorded in the past

ten years to the conversion of jote lands into tea gardens. It should however be noted that every such case was specially recommended and the following 3 criteria rigorously observed, namely :—

- (1) The land was favourably reported on by an approved expert in tea cultivation chosen by the Deputy Commissioner.
- (2) The company applying for the conversion satisfied the Deputy Commissioner of their financial position and *bonâ fide* intention to develop the land as a sound tea garden.
- (3) All cultivators and other residents on the jotes bought for the purpose were compensated to the satisfaction of the Deputy Commissioner, before being turned off the land, and left voluntarily.

The future policy of Government in this respect should, I think, be clearly enunciated for general information.

It will be observed that clause 4 of the new lease omits the last sentence of clause 4 of the Mal Jote Lease which runs : "But though the transfer of shares in a jote will be thus allowed the entire jote as constituted by this *patta* will remain liable for the entire rent and cesses which you now agree to pay, etc." This omission was not intended to open the door for the introduction of the system of separate accounts. That all persons recorded as sharers in a jote are jointly and severally liable for the whole rent is a legal fact. The intention of Government being to discourage the transfer of shares, it was felt that to include in the lease a sentence which definitely contemplates such transfers was undesirable.

The problem in the case of sub-infeudation centred in the assessment of chukanidars, existing and prospective, and is fully discussed in the chapter devoted to the assessment. Suffice it to say here that the terms of the Notification in Appendix V of Mr. Sunder's report, and of the Mal Jote Leases have not worked satisfactorily, and hitherto the chukanidar has not enjoyed all the rights and privileges with which Government intended to invest him. Though nominally entitled to get a registered *patta* from the jotdar, no such *pattas* have in fact been given. A form of *patta* has now been approved by Government for chukanidars and the issue of that *patta* to all chukanidars is made obligatory on the joddars.

Prior to this settlement chukani rents were mere lump sum assessments. The rents of chukanidars have now been calculated on the basis of a table of rates, and the joddars are forbidden to depart from that table. Full information regarding the classification of his land and the calculation of his rent and cess has been supplied to the chukanidar, together with a copy of the settlement *khatian* relating to his interest.

The results of the discussions anent the status of *adhiars* has been described in the chapter dealing with the various classes of tenant. The new leases aim at limiting the increase of this class, while they secure for those already existing an improvement of status.

116. I shall now proceed to discuss the new form of renewed lease for mal jotes, clause by clause. In the appendix will be found side by side the three generations of leases—that of 1880, Mr. Sunder's Mal Jote Leases and the lease now under review.

Preamble.—The definition of jotes in terms of the Settlement papers is intended to prevent boundary disputes and encroachments. It emphasises the fact that the law of alluvion has no local application. It also makes the settlement record a living document throughout its currency as the *khatian* is clearly an integral part of the lease. The preambles of former leases were very vague as to what document contained the authoritative description of the jotes to which they referred.

Clause 1.—Introduces a reference to the penal clause with a view to informing the joddars that Government is no longer going to tolerate the disregard of all conditions which has been so marked a feature of the last 20 years. This condition of things arose partly from laxity on the part of local officers, partly from the fact that the district was developing more rapidly than were the means of communication within it, but most of all from

the lack of any local agency whereby the Tahsildars could keep in touch with all parts of their tahsils. Most of the local work was done by Tahsil office *amlas* on small pay and many of these took full advantage of the lack of supervision and of the isolated and inaccessible nature of most parts of the tract, using the conditions of the leases merely as so many valuable sources of income. If a jotdar was willing to pay he could ignore every clause in his lease save that which referred to his rent.

It is now the intention of Government to alter all this. A system of maintenance by means of a local agency will keep the Tahsildars in close touch with every corner of their charges; and the joddars are given 20 years' fair warning that their leases will not be renewed unless they abide honestly by the conditions now imposed. Otherwise and saving always the right to modify conditions in the light of experience, Government have no intention of undermining the feeling of permanence which a jotdar enjoys. It is undoubtedly intended that every succeeding lease will promise renewal, but it is no longer intended that this privilege shall be continued to those who flagrantly break their contract with Government.

Clauses 2 and 3.—Call for no special comment, being merely Mr. Sunder's clauses slightly reworded.

Clause 4.—Has been already discussed, and I have only to add to what I have already written that if the section is administered wisely and on principles which are clearly understood it should have no serious effect on the value of land in the Duars while it gives to Government that salutary control over the selection of tenants, the lack of which has been so much felt and deplored in the past.

There is another aspect of the question which should not be overlooked. I found a number of cases in which the jotdar had created a benami chukani in favour of some member of his own family at a rent which left only a nominal profit to the jotdar. He then proceeded to sell the jote to a tea-garden coolie or other ignorant person at the full price of unencumbered land. The purchaser found on trying to settle down and cultivate the lands he had bought that the fraudulent chukanidar was securely in possession and that all he had purchased was the right to make an infinitesimal profit on the annual rental. In some cases such chukanis were found recorded in Mr. Sunder's papers and in section 844 of his report he gives a very naive description of the practice.

The scrutiny of all sales by the Deputy Commissioner will doubtless do much to prevent such frauds in the future.

Clause 5.—Nothing new.

Clause 6.—When read with *clause 9* provides that no new under-tenant who takes settlement from a jotdar shall be settled as an *adhiar* if he possesses the cattle and ploughs requisite for cultivating the lands he takes up. He must be settled as a chukanidar. This is an important departure, and was done deliberately and of set policy by Government. It is not a discrepancy in the drafting of the two clauses, but it is intended that they be read together in the manner stated.

For the present no restriction on the use of *adhiars* who do not possess capital in the shape of the implements of agriculture is imposed. But it should be generally understood that the present tentative measures are but a preliminary bout with the problem.

The specific provision that all new chukanidars must henceforth be resident cultivators, though new, is not an innovation in the sense that it introduces any strange principle. Chukanidars in fact are practically always resident cultivators, even in the big jotes, but it is as well to make sure that they will always remain so. This is achieved by an appropriate transfer-clause in the leases of chukanidars together with this clause.

Clause 7 and 8.—Aim at making explicit and consistent the measures of protection which Mr. Sunder clearly intended and tried to provide for chukanidars. Further clause 8 extends to future chukani settlers a protection against rack renting which Mr. Sunder did not think it necessary to give. Subsequent experience has shown that it should have been given.

The provisions in the Mal Jote Leases relative to chukanidars proved valueless for 3 reasons :—

- (1) As jotdars were not compelled of their own motion to give leases to chukanidars, and as no form of lease was drawn up and prescribed by Government in this behalf, no leases were in fact given.
- (2) The rents calculated for chukanidars should have been defined as unalterable during the currency of the settlement. The reference to orders of competent courts shows that enhancements could be legally made by suit, so naturally jotdars thought it would be equally legal to enhance by agreement without the trouble of running suits, and this in fact was a common practice, the chukanidars requiring little pressure to agree.
- (3) The explicit permission to settle new tenants on any terms they pleased, not only led to the introduction of a high pitch of rents for new chukanidars, but reacted on the old chukanidars who in many cases made changes in the lands they cultivated within the jote adding new lands to those already in their possession or exchanging some for others. Such transactions were often used as a pretext for raising the lump rental to an extent out of all proportion to the change in area.

It must not however be thought that *all* jotdars have systematically wrung enormous rents from their chukanidars. This is very far from being the case. The bulk of the jotdars have treated their chukanidars very fairly, but cases of the other kind have been sufficiently numerous to necessitate the provision of more explicit and practical protection for this class of tenants.

Clause 9—I have already explained the steps by which this pronouncement was evolved, and the difficulty of going further in view of the references to *adhiars* in the Arable Waste Lands Leases.

Clauses 10 to 17—These clauses embody the obligations which local experience has found to be necessary. Similar obligations were included in the Mal Jote Lease; but, as I have stated in several other paragraphs of this report, these important obligations have been systematically ignored, the jotdars being encouraged to do so by corrupt Amlas, and the Tahsildars being powerless, through lack of any local agency, to cope with the work of checking such breaches of contract.

The most important of these sections is section 12, which prohibits all unauthorised tampering with streams for purposes of irrigation, fishing, prevention of erosion or other private purposes. The wording of the section is somewhat elaborate, but it was necessary to close every loop-hole against those who would be only too ready to take advantage of any carelessness in the wording of this prohibition. I have in Chapter II given some account of the situation which has necessitated the absolute prohibition contained in this section. The corresponding provisions in the Mal Jote Leases of Mr. Sunder and in the Arable Waste Lands Leases, which merely state that no right is given to dam or obstruct the course of any stream, not only fail to cover the most dangerous practice of leading off water in artificial channels, but prescribe no remedy other than cancellation of the lease, which in some cases that have come to my knowledge is an expedient similar to that of locking the stable after the horse is stolen, inasmuch as the land of the culprit along with the lands of others was entirely washed away by the torrent he diverted.

While it is true that many jotdars have observed the letter of their contract in this matter and have gone up for sanction before opening jampois, the numbers of those who have not done so have been so great and the results of their deeds so disastrous that more drastic measures are necessary. It is also to be regretted that before sanctioning such works no expert opinion has been taken and many sanctions have been given merely on the recommendation of the Tahsildars who often had not investigated the proposition on the spot.

The whole system, both the law and the practice, has admittedly proved unsatisfactory in the past, and the clause 12 under review aims at bringing it to an end. But it is a necessary and unavoidable corollary that Government take up the problem of control in a practical and comprehensive manner, so as to insure that one man's gain does not in future involve another's loss.

Clause 18—It has always been recognised that cancellation of the lease is too heavy a penalty for breaches of each and every condition. In fact this penalty has never been exacted, and as there has been no other penalty, it has been difficult to take any deterrent action in punishment of proved breaches of contract by jotdars. The institution of a fine, as an alternative penalty, will have a most salutary effect. Further, the Mal Jote Lease was deficient in that no specified officer was vested with the power to enforce its provisions. The new leases vest this power explicitly in the Deputy Commissioner though of course an appeal would lie to the Commissioner and to the Board against his orders. The general effect aimed at is to increase the authority of the Deputy Commissioner as the local representative of Government and to enable him to carry on the management of the estate in an efficient manner. All Deputy Commissioners who have taken an active interest in the Duars have felt hampered at every turn by the lack of definite powers to enforce observance of the conditions of the leases.

117. The mal jotes having been disposed of, the other classes of jotes and the drafting of leases for chukanidars were then taken up. These presented little difficulty, and as far as it was legal to do so, the terms of these leases were modelled on those of the approved form for renewal of Mal Jote Leases, for in the course of evolving that form every aspect of the rights of tenants had been exhaustively considered.

One legal point arose at the outset, the decision of which simplified the work, if it did not improve the situation. In the forms of lease prescribed by the Arable Waste Lands Rules, section 8 in each case provides for a renewal of "this lease". In sending up proposals I expressed the hope that the use of these words would not be held to mean that Government is bound in perpetuity to the employment of so exceedingly unsuitable a document. The Commissioner however was very definitely of opinion that all persons found to be holding either preliminary or renewed leases in Arable Waste Lands Forms must receive renewed leases now in the latter form. In his No. 1924 T.—R. of 10th November, 1916, to the address of the Commissioner, the Secretary to Government in the Revenue Department wrote as follows:— "Your opinion expressed in paragraph 24 of your letter that those who hold leases in the forms prescribed in the Waste Lands Rules of 1888 must receive renewed leases in Form L prescribed in those rules is supported by the Board of Revenue and by the Advocate-General, and has been accepted by Government". Presumably the reference to "Form L" is a clerical error for "Form N"; Form L is the form for renewal of leases for tea cultivation.

One important order relating to the Arable Waste Lands Leases should be noted here. Clause 3 of the preliminary lease and clause 4 of the renewed lease stipulate that "the lessee shall himself reside on or near to the lands covered by this lease." In 1908 the Commissioner brought to the notice of the Board the prevalence of transfers of jotes to undesirable tenants and suggested the addition of a clause to the renewed Arable Waste Land Leases, giving the Deputy Commissioner power of summary ejectment. The Board passed the following orders in their No. 1257 Waste Land—T. of 18th September, 1910:—

"8. The phrase 'on or near to the lands covered by this lease' contained in the lease is undoubtedly somewhat vague, and it was probably left intentionally vague in order that the Deputy Commissioner might retain some discretion in dealing with such cases; but in the circumstances disclosed by the present correspondence, it appears necessary that the Board should define this phrase somewhat more closely, in order that it may be interpreted as they would wish, i.e., as meaning 'on or in close proximity to the lands covered by this lease.' They accordingly desire that in all cases in which such leases are renewed, the Deputy Commissioner should insist upon the lessee residing within five miles of his jote. Should any concession be made under rule 19 (vi), at page 40 of the Waste Lands Manual, the authorised agent of the lessee must be given full

powers and must himself reside within five miles of the jote. Should cases occur in which the local officers desire to settle a jote with a middleman who does not reside within the specified limit, a reference should be made to the Board, specifying the circumstances which render the renewal of the lease desirable, and asking for sanction to the issue of the new lease."

Notification No. 883 T.—R. of 28th July, 1917, published for general information the rules approved by the Government of India (in their Nos. 432—140—2 of 26th June, 1917,) for the reclamation of Arable Waste Land in the Western Duars. These rules were the old rules of 1888 slightly altered and brought up to date. Appendix A of the new rules is a form of reclamation lease drafted in accordance with the rules. This form is being issued now to all persons who have been holding land on *amalnams* with the promise of a lease to follow, and this form will in future be used in all new settlements of waste land for reclamation purposes. This form being "an instrument in writing for the reclamation of land under the Arable Waste Lands Rules", Proviso III of Notification No. 964 T.—R. of 5th November, 1898, presumably bars the application of the Tenancy Act to all lands leased out now or hereafter under this new form.

118. The leases drafted for chukanidars call for no special description here. They crystallise into a legal document the various incidents of the chukani tenancy which will be found fully described in the chapters on the classes of tenants and the assessment and have been partially dealt with in this chapter already. A copy of the new form of Lease will be found in Appendix II.

The other settlements of a special character are described in the chapter dealing with the assessment.

119. I shall now briefly indicate the relation in which these different classes of tenants stand towards the Tenancy Act. So long as Notification No. 964 T.—R. of 1898 remains in force the Act will not affect lands leased out for the cultivation of tea or for reclamation under the Arable Waste Lands Rules. The opinion has been expressed by Mr. Samman, Commissioner of the Rajshahi Division, that proviso three of the said Notification can refer only to the Waste Lands Rules of 1888 which were then in force, and that lands leased out under the new Form A lease of the Waste Lands Rules of 1917, will not come within the scope of that proviso. I have not seen any legal opinion on this point, so I mention it in order that it may not be overlooked in subsequent discussions. The question of whether the Tenancy Act will automatically come into force in lands protected by Proviso III when such lands are fully reclaimed even though renewed leases in Form N of the rules of 1888 be issued in respect of them, has never been fully threshed out; but it is worthy of note that the Legal Remembrancer, Eastern Bengal and Assam, in 1906, in the body of an opinion on the subject of the laws in force in the Duars, stated as follows:—"These leases" *i.e.*, the renewed leases prescribed by the Waste Lands Rules of 1888 in Form N "may fairly be called leases for the reclamation of land and the Tenancy Act does not apply to land covered by them. No occupancy right is acquired and Government at the end of the present settlement can resettle the land with whom it will and at what rates it pleases. Thereafter the Tenancy Act would apply, at any rate, to all reclaimed land". This point also will have to be considered.

The leases issued by Government on this occasion to mal jotdars, to Colonel Hedayet Ali's heirs, and to the Sonthal colony, as also the leases to chukanidars are Protected by proviso IV of the said Notification from the full operation of the Tenancy Act, but that Act applies to all lands covered by those leases, when there is no inconsistency between the Act and the leases. The question which will have to be settled before these leases are renewed some 20 years hence is whether on their expiry the Act comes into full operation or Government continues to possess the right of imposing such conditions as it pleases. The question turns on what is meant by "Settlement proceedings" heretofore approved by Government. I shall quote various legal opinions given during the progress of this settlement.

On 3rd, July, 1907, the Legal Remembrancer, Eastern Bengal and Assam, gave the following opinion: "I am of opinion that the reference in the first

instance is to the 'Record-of-Rights' prepared under Articles III and XII of the schedule in the Bhutan Duars Act and to the decisions in individual cases. But if the entry in the Record-of-Rights contains a definition by reference only, we may then turn to the appropriate portions of other proceedings *e.g.*, to the leases granted to jotdars or to the appropriate paragraphs of the report".

On 18th May, 1912, the Legal Remembrancer of Bengal gave this opinion: "In my opinion Mal Jote Leases, which were issued before 15th November, 1898, but the terms of which have now expired, confer by virtue of the renewal clause authority upon the Local Government to renew the same on such terms and on such conditions as Government may be pleased to approve. The terms of such renewed leases would, in my opinion, be the terms of a lease 'heretofore granted' within the meaning of Proviso IV of the Notification of 5th November, 1898, and would therefore not be subject to the provisions of the Tenancy Act. A further ground for excluding the Tenancy Act in respect of the renewed Mal Jote Leases is the Notification appearing in Appendix V of Mr. Sunder's Settlement Report. This Notification is clearly covered by Proviso IV of the Notification of 5th November, 1898.

The Mal Jote Leases therefore, which were granted before 5th November, 1898, and which it is now proposed to renew, are doubly protected from the operation of the provisions of the Tenancy Act. But it is clear that this immunity will extend only to one renewal, that is to say on the expiry of the leases which will now be granted the Tenancy Act will come into full force and effect, and it will no longer be competent to impose conditions inconsistent with the provisions of the Act".

A third opinion may be quoted. The Legal Remembrancer of Eastern Bengal and Assam on 21st April, 1909, in the body of an opinion on the status of *adhiars* uses this expression: "In cases of lands included within Mr. Sunder's Settlement, when the Settlement proceedings and the Government Resolution thereon are read with Proviso IV of the Notification cited (*i.e.* 964T.—R. of 1898) etc."

I quote these extracts to show the views held during the present settlement. Clearly the Notification in Appendix V of Mr. Sunder's Report, if not also the Report itself, can be considered as "Settlement proceedings" for the purposes of Proviso IV. The question for decision is whether there is any limit of time to the operation of these "Settlement proceedings" in their restricting effect on the application of the Tenancy Act, or whether like the Mal Jote Leases they will lose their force at the expiry of the Settlement now concluded, or have already ceased to prevail through being superseded by the proceedings of this settlement.

The position of dar-chukanidars, if any still remain—of which I am exceedingly doubtful, as the process of converting such cash-paying under-tenants into *adhiars* has been going on apace—and of those *adhiars*, who have now been pronounced to have the rights of tenants, is not quite clear. It is certain that at the expiry of the present settlement they will come fully within the scope of the Tenancy Act, but during its currency their right to acquire occupancy rights is, I submit, barred under Proviso IV of Notification No. 964 T.R. of 1898, by the references to their status in the proceedings of last settlement. They are unlikely to raise the point themselves, and it will be inexpedient to consider their case apart from that of the other tenants of the Duars.

Many local officers have strongly expressed their opinion that the Tenancy Act is quite unsuited to the Western Duars, and I believe that the Government of Eastern Bengal and Assam intended to use the experience gathered by this Settlement as a basis for legislation. I venture to submit my opinion that it would be well to take up the question of providing a homogeneous and suitable Tenancy Act for the whole of the Western Duars before the expiry of the present settlement raises once more all these thorny points. The extension of the Bengal Tenancy Act to the whole tract is, of course, the simplest solution, but it is one which all officers who have had experience of the locality would strongly deprecate.

Tea—Leases.

120. Before leaving the subject of leases in the Western Duars it may not be out of place to say a word about the Leases of Tea-grants. These Leases did not come up for considerations in the course of the present operations; but having been brought frequently in contact with their terms and provisions I have realised that there are a few points in which they might be improved.

(1) In the first place it is a troublesome business having the various grants which compose a garden held on leases that expire on different dates and defined by maps made at different times in an entirely independent manner. The inter-grant boundaries are in most cases unknown. When a grant-lease is to be renewed a new map has to be made. In the past this was not done by surveying the grant and endeavouring to ascertain its boundaries, but by sending out a man of elementary survey knowledge to bring the old map up to date by marking on it the extensions of tea and other cultivation, so that revenue might be assessed in an approximate sort of way. I submit that it would be much more satisfactory to bring the leases of all the grants comprised in a tea-garden to a simultaneous end and then issue one fresh lease with a good large scale map for the garden as a whole.

(2) The existing leases are defective in that no one is vested with power to enforce those terms and conditions for which no specific penalty is mentioned. One clause which is more honoured in the breach than in the observance is that which prohibits the lessee from damming or obstructing the passage of any stream. I had to deal with many disputes and cases of damage arising from this source, but could derive no authority from the leases to enforce compliance with this condition. Parties injured by the river-training activities of a tea-garden manager, who is actuated solely by the motive of self-preservation, appeal to the Deputy Commissioner, but he has no executive powers under the leases whereby he can control such dangerous experiments.

(3) The existing leases are defective in that they fail to provide for some important matters which frequently give rise to disputes. I shall refer to three particular classes of disputes, of which I have been called upon to decide many :—

(a) The liabilities of various gardens on sloping ground in the matter of drainage. I do not propose to examine in this report all the aspects of this big question which I have had to consider in the Duars; but I would emphasise the fact that the leases, and for that matter the laws applicable to the tract, are silent on this important subject. From treatises on the English Law of Torts one may derive working principles on which to base an equitable decision of disputes about drainage, but no executive officer has power to enforce his decision however equitable it be and the parties have either to compromise or go to the Civil Court.

(b) Clause 6 of the lease provides for the resumption of land for a public purpose, and Clause 8 reserves rights of way along the banks of streams and public access to springs of water where such access is considered necessary by the Deputy Commissioner. But the most common dispute arising in this connection relates to the use of through-roads. A tea-garden manager can often cause a complete dislocation of his neighbour's traffic by closing his roads, in cases where no through public-road has been constructed, or where the public-road is awkwardly situated. While I do not suggest for a moment that a tea-garden manager should be precluded from exercising the ordinary rights of a land-holder in respect of private roads, some power should, I think, be vested in the District Officer of opening a road to traffic where he considers it essential. There is another aspect

of this question, namely, that whereas in the maps of new grants a North and South road and an East and West road have usually been shown and the area deducted from the assessed area of the grant, no mention of this right of Government to make through-roads is found in the lease, even though the necessary area has been definitely reserved for the purpose. When the question of making such a road subsequently arises it is found either that the manager of the garden has left untouched the actual alignment shewn on his original map as road and that this alignment—which was only put in the map for area purposes and not intended to define the exact position of a hypothetical future road—is quite unsuitable for the proposed road, or that the manager has planted his tea right across the grant and unless one of the garden roads is taken over as a public road an alignment through the tea will have to be made. Such cases can eventually be dealt with under Clause 6 of the lease, but it takes time to move the Board of Revenue in such a matter, and the business is often urgent and the parties sometimes obstructive.

- (c) The Embankment Act has not been fully extended to the Duars. If this be not desirable for any reason, it would be well to re-write and amplify Clause 8 of the leases.

I trust that nothing I have said in these paragraphs will give the impression that the tea-planters of the Duars are obstinate contentious fellows. Nothing could be further from the truth than any such generalisation. But disputes here and there arise which turn on the points I have mentioned and the planters themselves would be glad if the Deputy-Commissioner had power to enforce the observance of the principles of equity, and to meet the necessities of an urgent case without the Civil Courts requiring to be invoked.

121. Form of Pattah of 1880.

Office.	
Western Dooars,	Registered No.
Zillah Julpigori.	Past No.
	Present No.

Dated 188 .

To

WHEREAS you were in possession of the jote within boundaries specified below and entered in the name of and marked in Government survey main circuit map of the Dooars in zillah and Collectorate Julpigori at an annual rental of Rs. , and as you have agreed to pay on resettlement for the aforesaid jote an annual rent of Rs. , this pattah is hereby granted to you from 1st April 1880 to 31st March 1890, that is, for a period of ten years. You shall on payment of the aforesaid jumma hold possession of the jote for the said period, subject to the conditions stipulated below. After the expiration of the term of this pattah, settlement will be made with you, your heirs or representatives.

Mal Jote Lease of Mr. Sunder.

Tehsil Office.	
Zillah Julpigori	Western Dooars.
Register of all leases	No.
Towji register	Past No.
Towji register	Present No.
Taluk	Pergunnah.
Name of jotedar.	

Dated 189

To

WHEREAS you were in possession of the jote within the boundaries specified below, viz.—

North—
East—
South—
West—

and entered in the name of and marked in Government main circuit map of the Western Dooars in district and Collectorate, Julpigori, at an annual rental of Rs. , and as you have agreed to pay on resettlement of the aforesaid jote an annual rent of Rs. , this pattah is hereby granted to you from 1st April 1890 (A.D.) corresponding with 20th Chaitra 1296 (B.S.) to 31st March 1910 (A.D.), that is, for a period of twenty years. You shall, on payment of the aforesaid rent, viz., Rs. hold possession of the aforesaid jote No. in taluk pergunnah in the Western Dooars for the said period of twenty years, subject to the conditions stipulated below. After the expiration of the term of this pattah, resettlement of the aforesaid jote will be made with you, your heirs, or representatives on such terms and such rent as may be determined on by Government.

Conditions.

1. After the expiration of the term of your present lease, you will, if you desire it, receive a renewed lease at such rates as may then be determined on by Government.

2. You, your heirs, or representatives shall pay the rent and cesses according to the following instalments to the Deputy Commissioner, or any other officer appointed for the purpose of realizing the same, on or before the appointed days. The receipt granted by such officer will be considered a full discharge from further liability to pay the rent, and unless you can show such receipt, your plea of having paid the rent will not be heard:—

15th Bysak (27th April) for ten-anna kist.

15th Kartic (31st October) for six-anna kist.

3. No claims for remissions on account of failure of crops, absconding of ryots, or the non-payment of their rents to you, will be attended to.

4. During the term of your lease you are privileged to transfer your jotedari right, or any share or interest therein, by sale, gift, or otherwise, and the person or persons to whom the jote may be so transferred will have the same rights and privileges as you have, and will be subject to the same liabilities as you are. Such a transfer will, however, not be recognized, and will convey no right to the person in whose favour it is made, if the transfer is not registered in the Deputy Commissioner's office within one month of the date of its being made, for which registration a fee of one anna for every acre in the jote will be payable whenever the jote or any share therein is transferred: but though the transfers of shares in a jote will be thus allowed, the entire jote, as constituted by this pattah, will remain liable for the entire rent and cesses which you now agree to pay, and the entire jote, and not a share in it only, will be sold under clause 7 of this pattah if any portion whatever of a kist of rent or cesses stipulated in clause 2 of this pattah is not paid on or before the date fixed in that clause.

Conditions.

1. After expiration of the term of this your present lease, you will receive a renewed lease at such rates and on such conditions as may then be determined on by Government.

2. You, your heirs, or representatives shall pay the rent and cesses according to the following instalments to the tehsildar of the tehsil in which your aforesaid jote is situate, or any other officer appointed for the purpose of realizing the same on or before the appointed days. The receipt granted by such officer will be considered a full discharge from further liability to pay the rent, and unless you can show such receipt, your plea of having paid the rent will not be heard:—

On 15th Bysak (27th April) a ten-anna kist of your rent, or Rs.

On 15th Kartic (31st October) a six-anna kist of your rent, or Rs.

3. No claims for remissions on account of failure of crops, absconding of raiyats or the non-payment of their rents to you will be attended to.

In the event of you, your successors or representatives failing to pay the rent or cesses according to the aforesaid kistibundhi on the aforesaid dates, all arrears shall be realized by sale of your property, according to the provisions of the law for realization of arrears of Government revenue or any other law for the time being in force for the recovery of public demands.

4. During the term of your lease you are privileged to transfer your jotedari right, or any share or interest therein, by sale, gift or otherwise, and the person or persons to whom the jote may be so transferred will have the same rights and privileges as you have, and will be subject to the same liabilities as you are. Such a transfer will, however, not be recognized and will convey no right to the person in whose favour it is made, unless the transfer is registered in the Julpigori Collectorate within two months of the date of its being made, for which a registration fee of one anna will be payable for every acre in the jote, or any share therein so transferred.

If any succession or transfer is not registered within the prescribed time, it shall be considered equivalent to a surrender of this pattah, and the jote will be considered as forfeited to Government; but if good and sufficient explanation be given for such non-registration within the above prescribed time, and if the Deputy Commissioner accepts such explanation and allows any such succession or transfer to be registered, a fine for delay in applying for registration, not exceeding rupees one hundred, shall be payable by the transferee at the discretion of the Deputy Commissioner.

But though the transfer of shares in a jote will be thus allowed, the entire jote, as constituted by this pattah, will remain liable for the entire rent and cesses which you now agree to pay, and the entire jote, and not a share in it only, will be sold under clause 4 of this pattah, if any portion whatever of a kist of rent or cesses as stipulated in clause 2 of this pattah is not paid on or before the date fixed in that clause.

5. Your heirs will succeed to the jote by inheritance, and will be held responsible in the same manner as you are, provided that every such succession shall be registered in the Deputy Commissioner's office within two months of the right to such succession occurring, in default of which the Deputy Commissioner may, with the sanction of the Commissioner, cancel this lease and re-enter on possession of the jote on behalf of Government. For this registration no fee will be charged.

6. In the event of your subletting the whole or any portion of your jote, you are obliged to give to your chukanidar the same promise of renewal of his lease as is given by Government to you, *i. e.*, that he will be entitled to a renewal on such terms as the Government may think fit, and he will be entitled to the same.

7. In the event of you, your successors, or representatives failing to pay the rent and cesses according to the kistbundhi, the same shall be realized by order of the Deputy Commissioner by summary sale; without decree of any court, of the entire jote, and of any or all of your moveable or immoveable property according to the procedure of Fungal Act VII of 1868, or of any other Act for the time being in force for the recovery of public demands or of arrears of revenue. Nothing in this clause shall affect the privilege which is conferred on the chukanidar of acquiring your jote by paying the arrears due.

8. You shall be bound to give a *patta* to every chukanidar who now exists, or whom you may hereafter create, on your jote, in which *patta* the following conditions shall be inserted:—

1st.—If the chukanidar or raiyat fails to pay any of his kist of rent and cesses to you as follows, viz.—a six-anna kist on or before 5th Kartic, and a ten-anna kist on or before 5th Bysack (*i.e.*, ten days before each of your own kists fall due), his interest in the jote will be forfeited, and you may re-enter on his holding provided, however, that you shall not so re-enter unless you have obtained a decree of the court for the arrear. Any chukanidar who is in arrears with his rent or cesses will be ineligible to acquire the jote under clause 7, in the event of its being brought to sale in consequence of your failure to pay that kist. Similarly, the dar-chukanidar, if there is one in your jote, or the raiyat, shall pay his kists of rent and cesses to the chukanidar as follows, viz.—a six-anna kist on or before Bhadra 15th, and a ten-anna kist on or before Maugh 15th, on pain of forfeiture of his interest as provided above, to the person who is entitled to receive rent directly from him, and every dar-chukanidar who is in arrears with his rent or cesses

5. Your heirs will succeed to the jote by inheritance, and will be held responsible in the same manner as you are, provided that every such succession shall be registered in the Julpigori Collectorate within two months of the right to such succession occurring, in default of which this lease shall be considered as cancelled, and the jote shall thereafter be deemed as forfeited to Government. For this registration a fee of six pies or half an anna per acre on the entire grant, whether the succession be for the entire grant or only a portion thereof, will be charged.

6. You, your heirs, successors, representatives and assigns, are hereby forbidden to create any intermediate tenure between yourself and the actual cultivator of the soil, save and except the one intermediate tenure of chukanidar. In granting leases to chukanidars, you will expressly stipulate that they shall not sublet the whole or any portion of their tenure under pain of immediate forfeiture of such tenure; and it is hereby declared that whoever violates this condition will forfeit his interest in the jote; but this rule shall not be held to prevent the employment of adhiars. In the event of your subletting the whole or any portion of your jote, you are obliged to give your chukanidar the same promise of renewal of his lease as is given by Government to you.

7. You shall be bound on demand to grant a *patta* to every chukanidar who now exists, or to whom a lease may hereafter be given on your jote. Such *patta* shall be registered according to the provisions of India Act III of 1877, or of any other Act for the time being in force for the registration of instruments relating to immoveable property.

shall be ineligible to acquire the jote if it is brought to sale.

2nd.—In the event of your failing to pay the Government revenue, then, if your chukanidar has paid his kist, he shall have the option of acquiring your jote by paying the Government arrears. In that case his place as chukanidar will be taken up by the dar-chukanidar. Any chukanidar or dar-chukanidar or dar-adar-chukanidar, if there happen to be such sub-tenants in the jote, failing to pay his kist, will not be succeeded by a new-comer or outsider, but by the dar-chukanidar or dar-adar-chukanidar or ryot immediately below him, who has paid his kist, so that on failure to pay kist of rent by any grade of tenant, another lower grade of tenant will altogether disappear. But if there be more than one chukanidar in the jote, then the one holding the largest interest in it shall have a prior claim to purchase the jote. If the interests of chukanidars are equal, the Deputy Commissioner will select one.

3rd.—The rent now paid by the chukanidar shall continue to be paid during the term of settlement, and the jotedar is not entitled to more, unless the rent now paid to him be found to leave him a less profit than 50 per cent. on the Government revenue, in which case he shall be entitled to that profit, and no more, during the term of settlement. Similarly, the rent now paid to the chukanidar by his raiyats shall continue to be paid during the term of resettlement, unless it be found to leave the chukanidar a less margin than 80 per cent. on the Government revenue in which case he shall be entitled to that margin, and no more, during the term of settlement to enable him, after paying you 50 per cent. to make a profit for himself at 30 per cent. but you are free to settle new raiyats on land at your own disposal, *i.e.*, land on which there are no under-tenants at the time of making this settlement, on any terms you like.

8. The rent now recorded as payable by the chukanidar shall continue to be paid during the term of settlement, unless and until it is altered by a order of a competent court. Similarly, the rent now recorded as payable to the chukanidar by the dar-chukanidar shall continue to be paid during the term of settlement unless and until it is altered by order of a competent court, but you are free to settle new cultivators on land at your own disposal, *i.e.*, land on which there are no under-tenants at the time of making this settlement, on any terms you please.

9. You will keep all boundary lines or marks in good order and repair and clear of jungle to the satisfaction of the Deputy Commissioner of Jalpaiguri or such other officer who may be appointed to look after the Duars Government estates. You will make all boundary marks which you may be required to do by an order in writing from the Deputy Commissioner. If you fail to do so, the Deputy Commissioner, or other officer who may be appointed for this purpose, may cause the boundary to be made, and recover the cost thereof under the Public Demands Recovery Act.

15. No right of fishery and no right to dam up or otherwise obstruct the passage of any stream is given to you.

10. No right of fishery and no right to dam up or otherwise obstruct the passage of any river or *nulla* or any stream is given to you. Public access shall be allowed at all times to any springs of water on the land covered by this lease, or in any other land in the vicinity of your land, whenever such access is, in the opinion of the Deputy Commissioner, or such other officer who may be appointed for this purpose, necessary for the convenient supply of good water to persons residing in the vicinity. You are bound not to injure the springs or allow others to do so.

9. A public right of way over twenty feet on either bank of every navigable river or stream at all times of the year for boat traffic, and all lands lying within a distance of sixty feet on either side from the centre of any public road or thoroughfare which shall have been, or may hereafter be, constructed and kept in repair from public funds, are similarly reserved for Government purposes, you shall not in any way interfere with such lands.

10. If any land covered by this lease be required by Government, the Deputy Commissioner can at once take possession of it, and an abatement of rent proportionate to the area required will be allowed to you for the period the land may remain in the possession of Government. Compensation for any building or crops that may be on the land will be paid to you, none being allowed for the land itself.

11. No right to redeem the yearly rent by the payment of a lump sum once for all is given to you.

14. All rights to minerals or quarries of all kinds are reserved to Government.

12. It will be your duty to report to the police all occurrences within your jote which the law requires owners or occupiers to report, and to assist the police in causing the arrest of criminals.

13. You are to supply, to the best of your power, rissud and coolies at the current rates under orders of competent Government officers.

16. The rights and privileges conveyed by this *patta* will be liable to be forfeited and the *patta* cancelled on your failing to comply with any of its conditions.

11. All markets and *hâts* in the Western Duars being the exclusive property of Government, no right to establish such market or *hât* is granted to you, and you are absolutely prohibited from establishing any market or *hât* on land covered by this lease. If any market or *hât* be established, it will be considered as the property of Government, and you will have no title thereto, nor will any suit regarding it lie in any court.

12. A public right of way is reserved over twenty yards on either bank of every navigable river or stream at all times of the year for boat traffic, and all lands lying within a distance of sixty feet on either side from the centre of any public road or thoroughfare which shall have been, or may thereafter be, constructed and kept in repair from public funds, are liable to be used or ordinary repairs of such roads.

13. If any land covered by this lease be required by Government, the Deputy Commissioner or such other officer who may be appointed for this purpose, can at once take possession of it, and an abatement of rent proportionate to the area required will be allowed to you. Compensation for any building or crops that may be on the land will be paid to you, none being allowed for the land itself.

14. No right to redeem the yearly rent by the payment of a lump sum once for all is given to you.

15. You are forbidden to take from your under-tenants any illegal cesses, viz., guddee salami, khut khalasi, dakhila nikashi, and poonnia; you will not take abwabs of any kind; only the rent due to you will be payable to you.

16. All rights to minerals or quarries of all kinds are reserved to Government.

17. It will be your duty to report to the police all occurrences within your jote which the law requires owners or occupiers to report, and to assist the police in causing the arrest of criminals.

18. When required to do so by the Deputy Commissioner, you are bound to furnish information regarding all particulars of your jote, the changes made from time to time in your tenants, and the crops grown on it.

19. The rights and privileges conveyed by this *patta* will be liable to be forfeited and the *patta* cancelled on your failing to comply with any of its conditions.

Settlement Officer.

Details of Land and Rent.

Boundary.	DESCRIPTION AND QUANTITY OF LAND.		Rate per Acre.	Rent payable.	Remarks.
	Description.	Area.			
		ACRES A. P. L.	Rs. A. P.	Rs. A. P.	
	Homestead and garden				
	Bamboo... ..				
	Rupit				
	Doha				
	Farinagali and tobacco				
	Waste				
	Total ..				

Details of Land and Rent—Class of Jote.

Name of Jotadar.	Names of chukaudars.	Names of dar-chukaudars.	DESCRIPTION AND QUANTITY OF LAND HELD BY EACH PERSON.		Rate per acre under present settlement.	Amount of rent paid under past settlement.	Amount of rent payable under present settlement.	KISTCUNDHI.	
			Description.	Area.				Ten-anna kist.	Six-anna kist.
						Rs. A. P.	Rs. A. P.		

Settlement Officer.

RENEWED LEASE FOR MAL JOTES IN THE WESTERN DUARS GRANTED BY
THE DEPUTY COMMISSIONER OF JALPAIGURI TO
OF

Zilla Jalpaiguri.
Register of all leases.
Tauzi register.
Ditto.
Taluk.
Name of jotedar.

Western Duars.
No.
Past No.
Present No.
Pargana.

Date

191 .

The lands covered by this lease are those specified in the *khatians* and maps entitled jote prepared under notification No. 142 R., dated the 21st January, 1908, and finally published in and no others.

In consideration of your agreement to pay the following rent, namely :—

from	to	Rs.	per annum,
from	to	Rs.	"
from	to	Rs.	"

payable in two kists annually, namely :—

a 6-anna kist on 30th November, and
a 10-anna kist on 1st March,

this lease of the lands described as aforesaid is granted to you for a period of 20 years from A.D., corresponding to B.S., on the conditions specified below.

CONDITIONS.

1. After expiration of the term of this your present lease, you will receive, subject to the provisions of clause 18, a renewed lease at such rates and on such conditions as may then be determined on by Government.

2. You shall pay the rent and cesses at the tahsil office within whose jurisdiction your jote is situated on or before the days specified above or such other days as the Local Government may appoint for the purpose; and you will be given a receipt for all payment made by you on this account which receipt shall be the only proof of payment that will be admitted.

3. No claims for remission on account of failure of crops, absconding of raiyats, or the non-payment of their rents to you will be attended to.

In the event of you, your successors or representatives failing to pay the rent or cesses according to the aforesaid instalments on the aforesaid dates, all arrears shall be realized by sale of your property, according to the provisions of the law for realization of arrears of Government revenue or any other law for the time being in force for the recovery of public demands.

4. You shall not transfer your jotedari right or any share or interest therein by sale, gift or otherwise, except with the sanction of the Deputy Commissioner previously obtained in writing. Such sanction will not ordinarily be withheld if the Deputy Commissioner is satisfied that the transferee *bona fide* intends to reside on or near the jote; and the transferee will have the same rights and privileges as you have and will be liable to the same obligations as you are.

5. Your heirs will succeed to this jote by inheritance, provided that every such succession shall be registered in the tahsil office within two months of the right to such succession occurring; and they will be held responsible in the same manner as you are.

6. You, your heirs, successors, representatives and assigns are entitled to sublet the whole or part of the lands covered by this lease to chukanidars, provided they are *bona fide* cultivators and reside on or near the jote, but to no other class of tenant. In the event of your violating this condition, the tenancy you have irregularly created shall be liable to be annulled by the Deputy Commissioner, and you will be liable to the penalties set forth in condition 18.

7. You shall grant to all existing chukanidars and to all chukanidars hereafter created by you in accordance with the permission contained in condition 6 above a registered lease in the form authorized by Government and on the terms contained therein.

8. You are forbidden to enhance the rents recorded in the settlement papers finally published in as payable by your existing chukanidars during the currency of this lease.

You shall calculate the rent of all chukanidars whom you hereafter create during the currency of this lease, on the basis of the classification of your lands, contained in the *khataians* prepared by the settlement as aforesaid (a copy of which has been supplied to you), and at rates which shall not exceed by more than 50 per cent. the rates at which your rent has been calculated.

You shall realise from your chukanidars no sum in excess of the rent, as defined in this condition, and the legal cesses.

9. *Adhiars* who cultivate with their own cattle and ploughs shall be deemed to be tenants, and to have the rights of tenants, including protection from eviction, except by their own consent or under the orders of a civil court.

10. You will keep all boundary lines or marks in good order and repair and clear off jungle to the satisfaction of the Deputy Commissioner of Jalpaiguri or such other officer who may be appointed to look after the Duars Government estates. You will make all boundary marks which you may be required to do by an order in writing from the Deputy Commissioner. If you fail to do so, the Deputy Commissioner, or other officer who may be appointed for this purpose, may cause the boundary to be made, and recover the cost thereof under the Public Demands Recovery Act.

11. No right of fishery in any river is granted to you by this lease.

12. You are forbidden to erect any embankment or bund on the bank or in the bed of any river or stream without the express permission of the Deputy Commissioner previously obtained in writing, and you are likewise forbidden to cut any channel or watercourse in or leading from the bed of any river or stream, or to do any act which will cause or tend to cause any river or stream to change its course or to alter the distribution of the water within its bed, without the express permission of the Deputy Commissioner previously obtained in writing.

In the event of you or any of your tenants contravening any part of this condition, the Deputy Commissioner will be entitled to take such steps as seem to him necessary to avert any consequences of such unauthorized actions, and to recover the cost of so doing from you and your tenants under the Public Demands Recover Act.

13. All markets and *hats* in the Western Duars being the exclusive property of Government, no right to establish such market or *hat* is granted to you, and you are absolutely prohibited from establishing any market or *hat* on land covered by this lease. If any *hat* or market be established in contravention of this condition, the Deputy Commissioner shall be entitled under clause 15 to resume the land on which such market or *hat* is held.

14. A public right of way is reserved over twenty feet on either bank of every navigable river or stream at all times of the year for the boat traffic, and all lands lying within a distance of sixty feet on either side from the centre of any public road or thoroughfare which shall have been or may hereafter be constructed and kept in repair from public funds are liable to be used for ordinary repairs of such roads.

15. If any of the lands covered by this lease be required for a public purpose, the Deputy Commissioner shall be entitled to resume the same and at once to take possession thereof. You will be granted an abatement of rent for all lands so resumed, calculated on the basis of the classification and rates by which your rent has been assessed. Compensation for buildings, standing crops, and trees for which a valuation has been paid to Government will be awarded to you by the Deputy Commissioner, but no compensation is due to you for the land itself.

16. All rights to minerals or quarries of all kinds are reserved to Government, together with such rights of way and other reasonable facilities as may be requisite for working, getting out and carrying away such minerals.

17. When required to do so by the Deputy Commissioner, you are bound to furnish information regarding all particulars of your jote, the changes made from time to time in your tenants, and the crops grown on it.

18. If during the currency of this lease you are found to have contravened any of the conditions hereinabove specified, your lease is liable to be cancelled by the Deputy Commissioner and all your right, title or interest in the lands covered by the lease will thereupon be extinguished, or if the Deputy Commissioner sees fit, he may inflict a fine not exceeding Rs. 500, in lieu of cancelling your lease; such fines will be recoverable under the Public Demands Recovery Act.

APPENDICES,

APPENDIX No. 3.

Effect of proposed assessment in Jalpaiguri Khas Mahals.

	TOTAL RENT PAYABLE BY JOTEDARS TO GOVERNMENT.			AVERAGE RENT PER ACRE PAYABLE—			
	At last settlement.	Now proposed.	Percentage of increase or decrease.	By Jotedars to Government.		By Chukanidars to Jotedars.	
				At last settlement.	As now proposed.	At last settlement.	As now proposed.
1	2	3	4	5	6	7	8
	Rs. A. P.	Rs. A. P.		Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
Cheugmari	53,83 975 2 0	66,897 10 9	24.25	1 3 11	1 7 3	3 5 1	3 10 3
South Maluaguri	1,16,147 11 2	1,43,891 15 5	23.74	1 5 3	1 10 0	1 10 11	2 9 9
North Maluaguri	26,743 14 5	41,107 4 7	42.81	1 3 2	1 9 1	2 7 8	2 15 11
West Madari	20,365 6 7	44,511 12 4	51.66	0 12 0	1 1 6	1 2 7	1 14 9
Lakshmipore	16,797 3 4	22,943 2 10	36.60	0 13 6	1 1 2	1 2 3	2 1 4
Moraghat	94,425 1 5	1,30,930 12 5	51.13	0 15 11	1 7 6	1 11 0	2 7 6
Buxa	18,907 9 7	33,856 13 6	51.04	0 7 11	0 10 2	0 11 11	1 8 0
Chosokhethi	8,417 2 0	14,124 8 9	41.34	0 8 10	0 11 11	0 14 1	1 9 1
East Madari	15,250 13 0	26,801 3 4	49.53	0 7 11	0 8 8	0 8 3	1 7 10
Bhika	21,253 3 0	30,507 12 0	43.60	0 10 1	0 14 1	...	...
Bhatibari	26,160 14 0	38,637 2 11	43.42	0 9 8	0 11 9	0 14 5	1 7 6
Santhal Colony	2,15 14 0	3,690 11 8	69.13	...	...	...	...
Ambari Falakata	10,701 0 0	12,822 4 10	19.84	1 2 7	1 5 10	1 13 3	2 8 5
GRAND TOTAL	4,48,034 11 8	6,10,495 2 4	37.79	...	...	...	...

APPENDIX No. 4.

Fluctuations of chukanl rents in Jotes during the currency of the existing Settlement.

Chukanis in which Mr. Sunder's rent has been found to be	A CHUKANIS FOR WHICH FAIR RENTS WERE FIXED BY MR. SUNDER.					B CHUKANIS FOR WHICH MR. SUNDER TOOK THE THEN EXISTING RENT AS FAIR.						
	MR. SUNDER'S RENT.		RENT NOW FOUND.		No.	MR. SUNDER'S RENT.		RENT NOW FOUND.		No.		
	No.	Amount.	Percent- age over jote- dari rent.	Amount.		Percent- age over jote- dari rent.	No.	Amount.	Percent- age over jote- dari rent.		Amount.	Percent- age over jote- dari rent.
1	2	3	4	5	6	7	8	9	10	11		
		Rs. A. P.		Rs. A. P.			Rs. A. P.		Rs. A. P.			
Unchanged	539	17,628 8 7	...	17,628 8 7	...	3,011	56,010 7 2	...	56,010 7 2	...		
Increased	84	1,571 11 5	...	1,976 13 3	...	472	8,880 15 4	...	11,736 13 0	...		
Decreased	41	824 11 5	...	638 1 11	...	239	6,146 5 7	...	4,208 0 1	...		
Total of old chukanis...	964	20,024 15 5	...	20,263 7 9	...	3,722	71,037 12 1	...	71,955 4 3	...		
Add new chukanis ...	...	...	...	...	...	12,236	...	...	1,84,582 6 1	...
GRAND TOTAL	964	20,024 15 5	...	20,263 7 9	...	15,958	71,037 12 1	...	2,56,537 10 4	...		

	TOTAL OF A AND B.					CHUKANI RENT NOW PROPOSED.		
	MR. SUNER'S RENT.			RENT NOW F. UND.		No.	Amount.	Percentage over jotedari rent.
	No.	Amount.	Percentage over jotedari rent.	Amount.	Percentage over jotedari rent.			
	12	13	14	15	16	17	18	
		Rs. A. P.		Rs. A. P.		Rs. A. P.		
Unchanged	3,850	73,638 15 9	...	73,638 15 9	...	1,06,387 8 11	...	
Increased	555	10,452 10 8	...	13,713 10 8	...	16,551 12 7	...	
Decreased	280	6,971 1 0	...	4,866 2 0	...	6,908 10 10	...	
Total of old chukani...	4,685	91,062 11 6	...	92,218 12 0	...	1,29,846 11 4	...	
Add new chukani...	12,236	...	...	1,64,582 6 1	...	2,17,796 3 8	...
GRAND TOTAL	16,922	91,062 11 6	...	2,76,801 2 1	...	* 3,46,642 13 7	...	

* Excluding the rents of S. Colony and Ambari Falakata.

APPENDIX No. 5.

Statement of Kist Demand.

NAME OF PARGANA.	REVENUE FOR—						Cess.	
	1ST FIVE YEARS.		2ND FIVE YEARS.		LAST TEN YEARS.		Ten annas kist.	Six annas kist.
	Ten annas kist.	Six annas kist.	Ten annas kist.	Six annas kist.	Ten annas kist.	Six annas kist.		
	1	2	3	4	5	6	7	8
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1. Cheongmari ...	39,128 13 8	23,534 11 3	49,933 8 3	24,597 11 10	41,790 1 11	25,197 8 10	4,754 12 0	2,839 2 2
2. North Mainaguri ...	22,651 3 8	13,546 7 2	24,101 7 10	14,750 8 1	25,686 9 5	15,420 11 2	3,011 11 1	1,506 9 2
3. South Mainaguri ...	87,915 2 7	52,988 11 6	89,380 3 8	53,629 5 5	89,830 0 10	53,898 0 11	8,841 6 6	5,204 14 6
4. Lakshmipore ...	13,039 12 7	7,827 3 9	13,895 7 0	8,320 10 6	14,344 8 10	8,609 12 0	2,336 12 2	1,491 12 7
5. Moraghat ...	62,689 4 11	41,779 9 9	77,072 11 8	46,207 11 11	81,795 10 1	49,135 2 4	8,542 15 8	5,310 14 9
6. West Madari ...	24,189 5 7	14,335 8 10	25,575 13 6	15,936 11 0	27,831 5 9	16,680 7 4	3,479 4 3	2,059 7 6
7. Buxa ...	17,867 7 4	10,715 2 9	18,794 12 3	11,937 9 11	21,159 15 11	12,695 12 7	2,596 1 8	1,596 8 8
8. Bhatibari ...	21,767 5 2	13,008 9 5	23,379 4 2	13,979 0 10	24,168 4 8	14,478 14 3	3,062 12 11	1,841 13 8
9. East Madari ...	14,253 5 6	8,552 7 7	15,835 3 11	9,492 2 4	16,750 3 5	10,050 15 11	2,405 3 3	1,444 3 7
10. Chokoakheti ...	7,503 8 10	4,502 9 10	8,346 4 4	5,008 4 10	8,827 8 8	5,227 0 1	944 15 3	591 10 0
11. Bhalka ...	17,177 4 7	10,341 10 11	18,336 5 8	11,071 3 4	19,071 5 11	11,436 6 1	2,497 5 8	1,494 15 4
12. Col. Hedatall's Estate, Jote No. 101.	17,000 9 0	9 0	20,000 0 0	0 0	22,790 0 0	0 0	7,032 0 0	0 0
13. Ambari Falakata ...	7,348 0 3	4,705 11 10	7,928 12 2	4,759 0 0	8,013 15 7	4,804 5 3	517 3 1	310 4 7
14. Totopara ...	120 0 0	0 0	120 0 0	0 0	129 9 9	0 0	Nil.	Nil.
15. Santhal Colony ...	2,018 14 5	1,235 4 2	2,167 8 11	1,317 8 4	2,283 12 11	1,376 14 9	180 12 7	47 9 19
16. Lakhiraj No. 71B ...	...	...	...	...	...	...	245 11 5	...

APPENDIX No. 6.

Parganawar Valuation and Cess.

Serial No.	Name of parganas.	Valuation.	Cess.
1	2	3	4
		Rs. A. P.	Rs. A. P.
1F	1 Buxa ...	81,300 13 11	4,010 10 4
M	2 Chengmari ...	1,67,713 14 11	7,612 14 2
A	3 East Madari ...	72,763 9 0	3,849 6 10
A	4 Bhatibari ...	92,608 15 2	4,911 10 5
	5 Bhalka ...	72,922 11 11	3,992 5 0
A	6 Chokoakheti ...	35,065 10 11	1,576 9 3
M	7 North Mainaguri ...	98,550 6 4	4,818 4 3
M	8 South Mainaguri ...	2,87,283 10 1	14,146 5 0
F	9 West Madari ...	1,10,262 14 8	5,539 11 9
	10 Lakshmipore ...	71,790 11 1	3,738 6 5
	11 Moraghat ...	2,88,613 15 10	14,153 14 5
	12 Jote No. 101 ...	1,12,476 7 11	7,032 0 0
	13 Ambari Falakata ...	12,822 4 10	827 7 8
	14 Baikanthapur ...	5,64,443 2 7	34,581 0 0
	15 Boda, Patgram and Kazirhat ...	12,06,366 0 3	71,832 7 7
	16 Santhal Colony ...	.....	228 7 5
	17 Tauzi No. 71B, Lakhiraj Upendra Nath Duardar ...	.....	245 14 5
		.....	1,83,097 12 11
	18 Tea gardens ...	.....	55,005 0 0
	Total	.....	2,38,102 12 11

APPENDIX No. 7.

Statement of areas (in acres and decimals) held by different classes of tenants.

(For Zamindaries).

Serial No.	Name of parganas.	Baikanthapur.	Patgram.	Boda.	Total.
1	2	3	4	5	6
1	Total area of the pargana ...	287,381·67	63,617·11	281,173·30	632,172·08
	Area held by—				
2	(a) Revenue-paying proprietors ...	285,383·52	56,688·26	251,734·85	593,806·63
3	(b) Revenue-free ditto ...	1,802·71	6,919·72	29,363·39	38,085·82
4	Area occupied for public purposes ...	195·44	9·13	275·42	479·99
5	Unoccupied area at the disposal of Government.	...	...	...	...
	Area held by tenure-holders—				
6	(a) Rent paying fixed ...	33,805·53	7,011·71	23,050·49	63,867·73
7	(b) Of enhanceable ...	137,784·66	48,437·59	205,937·07	392,159·32
8	(c) Rent-free ...	7,210·62	2,027·24	6,385·76	15,623·62
	Area held by raiyats—				
9	(a) At fixed rents ...	6,738·96	1,583·34	4,472·88	12,795·18
10	(b) Settled raiyats at cash rents ...	123,642·26	43,603·33	199,320·06	366,565·65
11	(c) Ditto at produce rents ...	4,443·22	1,390·25	89,110·99	14,745·46
12	(d) Occupancy raiyats at cash rents ...	4·78	...	206·81	211·59
13	(e) Ditto at produce rents ...	...	...	53·98	53·98
14	(f) Non occupancy raiyats at cash rents ...	8,925·28	2,295·91	2,913·95	14,135·14
15	(g) Ditto at produce rents ...	1,384·57	622·77	825·93	2,833·27
16	(h) Rent-free services ...	7·52	74	189·15	197·41
17	(i) Ditto others ...	2,806·76	145·51	253·16	3,205·43
	Area held by under-raiyats—				
18	(a) Rent-paying cash ...	18,292·25	8,374·24	31,950·64	58,617·13
19	(b) Ditto produce ...	1,453·78	1,199·69	7,283·60	9,937·07
20	(c) Rent-free ...	129·12	89·08	132·01	350·21
	Area held by persons not falling in any section of Bengal Tenancy Act—				
21	(a) Rent-paying cash ...	386·334	...	53·74	444·074
22	(b) Rent-free ...	17·270	...	9·80	27·07
	Chandina Basat—				
23	(a) At cash rents ...	...	33·94	22·98	56·92
24	(b) At produce rents ...	...	...	21	21

APPENDIX No. 7A.

Statement of areas (in acres and decimals) held by different classes of tenants.

(For Western Duars.)

TOTAL AREA.

Serial No.	NAME OF PARGANAS.	Chengmari.	South Molnaguri.	North Molnaguri.	West Madari.	Lakshmi-pore.	Moraghat.	Bhalka.
1	2	3	4	5	6	7	8	9
1	Total area of the parganas	57,277.36	100,016.52	39,538.89	65,902.31	42,502.96	104,733.53	51,964.07
2	Revenue-paying jotedars	45,759.53	84,618.88	26,445.54	53,480.30	39,809.84	94,011.76	37,752.67
3	Revenue-free jotedars ... ..	...	...	...	...	...	...	...
4	Area occupied for public purposes	5,528.45	6,101.33	1,995.15	3,233.55	1,779.95	4,104.14	2,096.29
5	Unoccupied area at the disposal of Government.	5,968.98	5,296.31	2,095.20	9,188.46	213.17	6,615.63	12,113.11
	Area held by raiyats—							
	(a) Chukandars	7,618.90	19,061.34	1,894.02	21,414.81	5,064.14	47,580.43	7,708.11
	(b) Adhikars holding directly under jotedars (tenure-holders).	15,393.48	27,761.16	12,185.00	6,086.29	6,082.27	15,177.46	7,456.85
	(c) Rent-free service ... ..	...	...	...	...	...	10.68	...
	(d) Rent-free others ... ..	...	...	...	...	...	1.23	...
	Area held by under-raiyats—							
	(a) Darchukans ... ..	...	215.40	...	965.29	673.09	5,937.19	141.65
	(b) Adhikars under chukans	1,496.22	3,377.60	467.42	3,972.13	2,141.48	8,563.70	1,245.59
	(c) Adhikars under darchukans ... ..	...	...	...	...	...	35.76	...
	(d) Rent-free ... ..	...	...	...	...	...	...	...

Serial No.	NAME OF PARGANAS.	Bhatibari.	Chokoa-khet.	East Madari.	Buxa.	Sontal Colony.	Ambari Palakata.	TOTAL.
		10	11	12	13	14	15	16
1	Total area of the parganas	57,321.12	19,043.34	53,475.60	48,530.02	8,779.24	9,633.16	549,718.12
2	Revenue-paying jotedars	46,733.73	17,172.45	41,593.00	38,245.07	5,593.66	9,679.60	544,597.13
3	Revenue-free jotedars ... ..	...	...	...	...	...	...	...
4	Area occupied for public purposes	5,701.47	654.30	644.70	2,769.75	294.20	353.56	33,341.26
5	Unoccupied area at the disposal of Government.	6,885.90	1,016.49	11,437.90	7,515.20	2,611.38	...	71,679.73
	Area held by raiyats—							
	(a) Chukandars	16,916.74	8,119.02	10,963.33	16,561.69	6.13	4,782.97	170,018.67
	(b) Adhikars holding directly under jotedars (tenure-holders).	6,724.57	1,401.16	5,742.42	4,791.55	44.34	76.90	108,923.47
	(c) Rent-free service ... ..	...	...	...	...	...	...	10.68
	(d) Rent-free others ... ..	...	10.71	1.44	7.49	...	...	20.53
	Area held by under-raiyats—							
	(a) Darchukans	2,226.34	377.96	1,615.60	1,620.19	...	5,779.1	14,290.62
	(b) Adhikars under chukans	995.58	913.15	994.21	1,182.89	...	15.78	25,388.75
	(c) Adhikars under darchukans ... ..	...	...	...	...	...	6.62	42.38
	(d) Rent-free ... ..	...	...	...	...	...	...	...

APPENDIX No. 8

Statement of rents paid by different classes of tenants.

(For Zamindari.)

NAME OF PARGANAS.	Baikantapur.			Patgram.			Bodh.			Total.		
	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
Rent paid by revenue-paying proprietors.	22,296	12	0	605	13	1	1,13,073	8	6	1,36,976	1	7
Rent paid by tenure-holders—												
(a) Rent paying fixed ...	20,330	5	7	6,332	0	2	20,531	9	11	47,193	15	8
(b) Of enhanceable ...	71,221	9	10	1,00,989	12	4	2,82,686	7	9	4,54,897	13	11
Rent paid by raiyats—												
(a) At fixed rents ...	5,312	10	6	3,502	11	8	6,295	7	0	15,110	13	2
(b) Settled raiyats at cash rents.	2,11,028	3	6	1,42,193	3	10	4,90,883	2	4	8,44,104	9	8
(c) Settled raiyats at produce rents.	108	4	3	...			...			108	4	3
(d) Occupancy raiyats at cash rents.	4	9	8	...			510	10	5	515	4	1
(e) Non-occupancy raiyats at cash rents.	21,718	0	5	10,036	2	5	8,992	13	5	40,747	0	3
(f) Rent-free others ...	...			237	4	0	...			237	4	0
Rent paid by under-raiyats—												
Rent paying cash ...	47,308	3	11	40,494	5	6	1,20,165	7	10	2,07,968	1	3
Rent paid by persons not falling in any section of Bengal Tenancy Act—												
Rent paying cash ...	11,286	8	6	...			663	3	9	11,949	12	3
Chandiha Basat—												
At cash rents ...	...			1,606	4	7	353	15	8	1,960	4	3

APPENDIX No. 8A.

Statement of rent fixed by different classes of tenants.

(For Western Duars.)

RENT.

Name of Parganas.	Chauguati.	South Mainaguri.	North Mainaguri.	West Madari.	Lakshmi-pore.	Moranghat.	Bha'ka.
1	2	3	4	5	6	7	8
Total area of the parganas ...	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
Rent paid by—							
Revenue-paying jotedars ...	68,897 10 9	1,48,691 15 5	41,107 4 7	44,511 12 4	22,945 2 10	1,30,920 12 5	20,807 12 0
Revenue-free jotedars ...	...	...	...	...	...	...	...
Area occupied for public purposes ...	...	...	...	...	...	...	...
Unoccupied area at the disposal of Government.	...	...	...	...	...	...	...
Rent paid by raiyats—							
(a) Chukandars ...	26,217 0 10	47,139 6 5	6,628 13 1	41,269 1 0	16,897 12 8	1,16,289 11 10	12,894 14 6
(b) Adhikars holding directly under jotedars (tenure-holders).	...	...	...	...	...	...	...
(c) Rent-free services ...	...	...	...	...	...	...	...
(d) Rent-free others ...	...	...	...	...	...	...	...
Rent paid by under-raiyats—							
(a) Dar-chukandars ...	...	...	...	...	...	...	...
(b) Adhikars under chukandars ...	...	...	...	...	...	...	...
(c) Adhikars under dar-chukandars ...	...	...	...	...	...	...	...
(d) Rent-free ...	...	...	...	...	...	...	...

Name of Parganas.	Bhatibari.	Chokos-khe.l.	East Madari.	Bura.	Sonthal Colony.	Ambari Falakata.	TOTAL.
	9	10	11	12	13	14	15
Total area of the parganas ...	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
Rent paid by—							
Revenue-paying jotedars ...	28,627 2 11	14,124 8 9	26,801 2 4	22,356 12 6	2,660 11 8	12,522 4 10	2,10,495 2 4
Revenue-free jotedars ...	...	...	...	...	...	...	...
Area occupied for public purposes ...	...	...	...	...	...	...	...
Unoccupied area at the disposal of Government.	...	...	...	...	...	...	...
Rent paid by raiyats—							
(a) Chukandars ...	24,883 2 9	12,759 9 10	16,291 1 8	22,309 0 0	19 0 0	11,945 6 2	2,58,536 2 10
(b) Adhikars holding directly under jotedars (tenure-holders).	...	...	...	...	...	...	...
(c) Rent-free services ...	...	...	...	...	...	...	...
(d) Rent-free others ...	...	...	...	...	...	...	...
Rent paid by under-raiyats—							
(a) Dar-chukandars ...	...	...	...	...	...	...	...
(b) Adhikars under chukandars ...	...	...	...	...	...	...	...
(c) Adhikars under dar-chukandars ...	...	...	...	...	...	...	...
(d) Rent-free ...	...	...	...	...	...	...	...

APPENDIX No. 9.

Statement of *Nij-Dakhal* lands (in acres and decimals) of landlords and tenants.

(For Zamindaries.)

Serial No.	Name of Parganas.	Baikantha-pur.	Patgram.	Boda.	TOTAL.
1	2	3	4	5	6
	Nij-dakhal area held by—				
1	(a) Revenue-paying proprietors ...	82,314.791	1,550.69	9,233.48	93,098.961
2	(b) Revenue-free proprietors ...	733.92	472.57	740.09	1,946.58
	Area occupied for public purposes	195.44	9.13	275.42	479.99
3	Nij-dakhal area held by tenure-holders—				
4	(a) Rent-paying fixed ...	12,534.55	634.77	2,408.38	15,577.70
5	(b) Of enhanceable ...	41,209.34	8,709.46	38,464.73	88,383.53
6	(c) Rent-free ...	1,518.81	208.11	379.38	2,106.30
	Nij-dakhal area held by raiyats—				
7	(a) At fixed rents ...	5,754.58	1,284.08	3,675.67	10,714.33
8	(b) Settled raiyats at cash rents ...	107,637.97	37,908.67	177,718.44	323,265.08
9	(c) Settled raiyats at produce rents ...	4,403.38	1,390.22	7,968.54	13,762.14
10	(d) Occupancy raiyats at cash rents ...	...	...	178.29	178.29
11	(e) Occupancy raiyats at produce rents ...	...	...	45.09	45.09
12	(f) Non-occupancy raiyats at cash rents ...	8,038.75	2,076.84	2,515.15	12,630.74
13	(g) Non-occupancy raiyats at produce rents ...	1,384.58	622.77	818.58	2,825.93
14	(h) Rent-free services ...	4.31	.74	78.66	83.71
15	(i) Rent-free others ...	2,471.78	116.14	198.39	2,786.31
	Nij-dakhal area held by under-raiyats—				
16	(a) Rent-paying cash ...	17,273.41	7,366.84	29,582.96	54,223.21
17	(b) Rent-paying produce ...	1,442.42	1,198.65	6,693.83	9,335.10
18	(c) Rent-free ...	111.30	39.70	127.42	278.42
	Rent paid by persons not falling in any section of Bengal Tenancy Act—				
19	(a) Rent-paying cash ...	336.816	...	49.25	386.066
20	(b) Rent-free ...	15.523	...	3.58	19.103
	Chandina Basat—				
21	(a) At cash rent ...	...	27.53	17.76	45.29
22	(b) At produce rents ...	...	...	.21	.21
	GRAND TOTAL	287,381.67	63,617.11	281,173.30	632,172.08

APPENDIX No. 9(A).

Statement of *Nij-Dakhal* lands (in acres and decimals) of landlords and tenants.

(For Western Duars.)

[AREA OF NIJ-DAKHAL

	NAME OF PARGANAS.	Onengmari.	South Mainaguri.	North Mainaguri.	West Madari.	Lakshwipore.	Moraghat.	Bhalka.
1	2	3	4	5	6	7	8	9
1	Total area of the parganas ...	...	...	...	...	...	...	...
	Area held by—							
2	Revenue-paying jotedars...	22,747.15	42,794.32	12,369.52	25,979.30	28,639.43	31,253.87	22,587.71
3	Revenue-free jotedars ...	...	...	...	...	...	...	...
4	Area occupied for public purposes ...	5,238.85	6,101.33	1,995.15	2,323.55	1,772.45	4,104.14	2,094.39
5	Unoccupied area at the disposal of Government.	5,984.98	5,298.31	2,095.20	9,186.40	9.3.17	6,615.63	12,113.11
	Area held by raiyats—							
	(a) Ohukanidars ...	6,122.68	14,468.20	1,400.05	16,477.39	5,273.57	34,067.63	6,315.54
	(b) Adhiars holding directly under jotedars (tenure-holders).	15,323.48	27,761.18	12,185.00	60,960.79	6,082.27	15,177.46	7,466.86
	(c) Rent-free service ...	...	...	...	...	...	10.63	...
	(d) Rent-free others ...	...	1.18	6.53	...	...	1.23	1.93
	Area held by under-raiyats—							
	(a) Dar-Ohukanis ...	...	2,540	...	985.29	673.01	5,901.43	141.65
	(b) Adhiars under ohukanis ...	1,496.32	3,377.60	487.42	3,972.13	2,141.48	6,562.70	1,248.59
	(c) Adhiars under dar-ohukanis ...	...	...	...	...	...	35.76	...
	(d) Rent-free ...	...	...	...	...	...	...	...
	GRAND TOTAL ...	57,895.55	100,016.52	30,539.69	65,909.31	42,502.96	104,733.85	51,564.07

	NAME OF PARGANAS.	Bhatibari.	Chokoa-khet.	East Madari.	Boli.	Southal Colony.	Ambari Palakata.	TOTAL.
		10	11	12	13	14	15	16
1	Total area of the parganas ...	...	...	...	...	...	...	...
	Area held by—							
2	Revenue-paying jotedars...	23,092.42	7,652.37	24,684.25	16,591.83	5,842.19	4,519.73	265,754.99
3	Revenue-free jotedars ...	...	...	...	...	...	...	...
4	Area occupied for public purposes ...	3,701.49	854.30	644.70	2,769.75	374.20	258.56	32,341.36
5	Unoccupied area at the disposal of Government.	6,485.00	1,016.49	11,437.90	7,515.20	3,611.39	...	71,679.73
	Area held by raiyats—							
	(a) Ohukanidars ...	13,694.93	6,817.30	9,335.08	14,051.12	6.13	4,549.28	130,399.09
	(b) Adhiars holding directly under jotedars (tenure-holders).	6,724.57	1,401.16	5,743.43	4,791.55	41.34	76.90	106,922.47
	(c) Rent-free service ...	...	...	...	...	...	...	10.88
	(d) Rent-free others ...	...	10.71	1.44	7.49	...	...	29.51
	Area held by under-raiyats—							
	(a) Dar-ohukanis ...	2,326.34	377.96	1,615.00	1,630.19	...	511.20	14,246.24
	(b) Adhiars under ohukanis...	995.98	913.15	994.31	1,183.69	...	15.78	25,384.73
	(c) Adhiars under dar-ohukanis ...	...	...	...	...	...	6.62	49.23
	(d) Rent-free ...	...	...	...	...	...	...	...
	GRAND TOTAL ...	37,321.12	19,042.84	53,475.69	49,530.02	8,779.24	9,632.15	649,718.11

APPENDIX

Classification of total area (in acres)

Serial No.	NAME OF PARGANAS.	REVENUE-PAYING.												Total revenue-paying (total of columns 8 and 10).
		Rent paying including lands held direct by proprietors of revenue-paying estates.	NOT RENT PAYING.											
			Held by rent-free holders.		Held by tenant in lieu of services.		Total not rent paying.							
			Cultivated.	Uncultivated.	Total rent pay- ing.	Cultivated.	Uncultivated.	Cultivated.	Uncultivated.	Cultivated.	Uncultivated.	Total.		
1	2	3	4	5	6	7	8	9	10	11	12	13		
1	Baikanthapur ...	142,431'95	134,427'42	276,859'37	5,093'31	3,497'49	2'60	1'76	5,024'91	3,499'24	8,524'15	285,383'52		
2	Patgram ...	26,930'56	17,906'61	44,837'17	1,061'03	858'05	...	...	1,061'03	858'05	1,919'08	46,756'25
3	Boda ...	189,891'85	87,489'58	277,381'43	2,961'66	1,399'40	8'10	...	2,969'76	1,400'22	4,369'98	281,751'41		
4	Chaugmari ...	29,845'92	16,918'61	46,764'53	...	...	...	...	...	...	...	46,764'53
5	South Mainaguri ...	60,831'21	28,285'39	89,116'60	...	...	...	...	...	...	...	89,116'60
6	North Mainaguri ...	16,705'61	9,726'38	26,431'99	...	...	...	...	...	...	...	26,431'99
7	West Madari ...	30,887'22	23,069'58	53,956'80	...	...	...	...	...	...	...	53,956'80
8	Lakshmipore ...	14,537'01	25,473'52	39,990'53	...	...	...	...	...	...	...	39,990'53
9	Moraghat ...	79,842'21	14,167'64	94,009'85	1'00	...	...	...	...	...	...	94,010'85
10	Bhauka ...	20,853'84	16,896'83	37,750'67	...	...	...	...	...	...	...	37,750'67
11	Bhatibari ...	25,127'21	20,806'52	45,933'73	...	...	...	...	...	...	...	45,933'73
12	Chokokhetri ...	13,250'46	8,611'78	21,862'24	10'71	...	...	...	10'71	...	...	21,872'95
13	East Madari ...	30,862'12	10,899'44	41,761'56	1'44	...	...	...	1'44	...	...	41,763'00
14	Buxa ...	30,820'26	7,717'32	38,537'58	7'49	...	...	...	7'49	...	...	38,545'07
15	Banthal Colony ...	4,871'28	1,331'73	6,203'01	...	...	...	...	...	...	...	6,203'01
16	Ambari Falakata ...	6,029'46	3,350'14	9,379'60	...	...	...	...	...	...	...	9,379'60
	Total ...	702,408'63	421,320'19	1,123,728'82	9,066'20	5,786'25	19'38	4'56	9,086'56	5,792'91	14,879'47	1,138,608'29		

APPENDIX

Result of classification of

NAME OF PARGANAS.	JOTE.			DAR-JOTE.				CHUKANI.				DAR-CHUKANI.			
	Tenure-holders.			Tenure-holders.				Tenure-holders.				Tenure-holders.			
	Raiyats.	Under-raiyats.	Total.	Raiyats.	Under-raiyats.	Total.	Raiyats.	Under-raiyats.	Total.	Raiyats.	Under-raiyats.	Total.	Raiyats.	Under-raiyats.	Total.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Baikanthapur ...	2,259	1,075	3,334	14	56	70	...	211	11,888	1,902	14,002	7	914	5,007	5,920
Patgram ...	1,741	914	2,655	18	8	26	...	1,661	7,194	965	9,059	496	4,362	5,458	5,954
Boda ...	5,134	5,992	11,126	108	6	114	...	2,599	20,063	6,691	26,754	683	11,716	21,160	27,876
Total ...	12,134	8,986	21,120	140	70	210	...	5,571	39,145	9,558	48,703	989	6,997	28,183	35,692

NAME OF PARGANAS.															
	Thika.	Paddy rent.	Brahmatra.	Dehatra.	Pecutira.	Bashanabatra.	Bhogatra.	Petap'ata.	Chaktra.	Shop-keeper.	Charagi.	Home.	Mote-AE.	Jagat.	Gita.
	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Baikanthapur ...	67	88	45	9	5	1	11	6	18	806	...	1,331	...	1	9
Patgram ...	...	...	440	23	5	14	248	10	6	166	...	...	46	...	...
Boda ...	46	75	807	97	19	6	26	3	83	113	...	230	61	10	...
Total ...	113	116	992	129	29	21	281	19	107	766	...	1,561	126	11	20

No. 10.

and decimals) by Fiscal arrangement.

REVENUE-FREE.											GRAND TOTAL.				
Held by proprietors.			Held by tenants or rent-free holders.			Total revenue-free.									
Cultivated.	Uncultivated.	Total.	Cultivated.	Uncultivated.	Total.	Cultivated.	Uncultivated.	Total.	Occupied for public purposes.	Total revenue-free.	Cultivated.	Uncultivated.	Total.		
14	15	16	17	18	19	20	21	22	23	24	25	26	27		
788'48 8,478'48 18,590'68	1,008'48 3,183'80 9,718'98	1,797'14 6,662'28 27,309'66	3'97 ... 793'56	1'60 ... 419'28	5'57 ... 1,211'84	792'66 3,679'43 19,013'21	1,010'05 3,183'20 10,132'26	1,802'71 6,862'73 29,146'47	193'44 9'12 278'42	1,996'15 6,871'86 29,421'89	148,349'82 41,661'02 181,874'92	138,133'15 21,566'09 99,298'48	287,381'67 63,617'11 281,173'30		
...	5,063'90 5,398'81 2,008'20	5,068'94 5,398'81 2,008'20	...	...	...	...	5,068'96 5,298'71 2,008'20	5,298'31 5,398'31 2,008'20	5,598'65 6,101'23 4,006'38	11,517'82 11,389'54 16,708'17	29,543'92 60,331'81 16,708'17	27,431'44 39,685'21 12,823'72	57,277'96 100,016'52 20,338'89
...	9,188'48 918'17 6,618'58	9,188'48 918'17 6,618'58	...	...	...	...	9,188'48 918'17 6,618'58	9,188'48 918'17 6,618'58	3,223'85 1,779'95 4,108'14	12,422'01 14,337'02 10,721'77	30,247'22 14,337'02 79,581'89	25,514'99 29,165'94 26,561'64	55,762'21 42,502'96 104,733'63
...	12,113'11 6,868'90 1,016'49	12,113'11 6,868'90 1,016'49	...	...	...	...	12,113'11 6,868'90 1,016'49	12,113'11 6,868'90 1,016'49	2,098'29 3,701'49 864'80	14,211'40 10,570'39 18,369'77	30,533'64 25,927'81 18,369'77	21,110'28 11,393'91 6,782'87	51,643'92 37,321'72 19,043'24
...	11,437'90 7,518'20 2,611'38	11,437'90 7,518'20 2,611'38	...	...	...	...	11,437'90 7,518'20 2,611'38	11,437'90 7,518'20 2,611'38	844'70 2,769'75 274'20	12,282'60 10,287'95 2,885'58	80,568'35 30,527'75 4,571'93	22,912'04 18,002'27 4,907'21	55,478'60 48,530'02 8,779'24
...	...	...	...	...	...	...	...	...	233'96 253'96	...	6,029'46	3,603'70	9,633'16
22,693'77	85,865'46	108,559'23	796'58	480'98	1,211'56	23,480'30	86,006'34	109,491'64	22,821'25	132,312'89	781,979'31	545,910'69	1,327,890'20		

No. 11.

Jotes and Chukanis.

DARA-DAR-CHUKANI.				DAR-DARA-DAR-CHAU-KANI.				NIM DAR-DARA-DAR-CHUKANI.				DAR NIM-DAR-DARA-DAR-CHUKANI.				ADHIARS.		
Tenure-holders.	Ralyata.	Under-ralyata.	Total.	Tenure-holders.	Ralyata.	Under-ralyata.	Total.	Tenure-holders.	Ralyata.	Under-ralyata.	Total.	Tenure-holders.	Ralyata.	Under-ralyata.	Total.	Ralyata.	Under-ralyata.	Khatias-holding as Khathias found at recovery.
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
...	10	671	681	...	...	18	18	...	...	...	...	...	...	...	...	1,331	555	...
78	991	1,753	2,747	...	100	274	374	...	...	...	...	...	...	...	...	1,008	1,135	...
26	1,187	8,070	6,998	6	74	596	670	...	1	80	81	...	...	1	...	7,347	7,687	...
109	2,118	7,494	9,721	10	174	838	1,013	...	3	80	88	...	...	1	...	9,681	9,547	...

Imara.	Pathani.	Alira.	Kharja-fakht.	Liable to rent but rent not yet settled.	Revenue-free (under Government).	Rent-free (under zamindar).	RAILWAY RENT-FREE.		Fidary.	Forest Department.	Military Department.	Police Department.	Postal Department.	Hospital committee.	Public Works Department.	District Board.	Municipality.	Settlement.	B. T. Act, Section 22 (II).
51	52	53	54	55	56	57	A class.	B class.	60	61	62	63	64	65	66	67	68	69	70
16	6	1	...	101	8	30	10	97	2	4	3	2	1	...	2	...	3	1	...
6	91	63	...	8	2	12	90	...	...	...	...	...	...	...	1	...	...	...	64
61	96	66	7	109	10	88	123	108	3	9	3	2	2	1	3	...	3	1	65

APPENDIX No. 12.

Statement of adhiars.

Serial No.	NAME OF PARGANAS	Under Jote.		Under Chukani.		Under Dar-chukani.		GRAND TOTAL.	
		3	4	5	6	7	8	9	10
		No.	Area.	No.	Area.	No.	Area	No.	Area.
1	Chengmari ...	2,254	15,393.48	226	1,496.22	..	...	2,480	16,889.70
2	North Moinaguri	1,746	12,185.00	94	487.42	...	...	1,840	12,672.42
3	South Moinaguri	4,683	27,761.18	699	3,377.60	...	...	5,382	31,138.78
4	Lakshmipore ..	1,928	6,082.27	1,550	2,141.48	...	...	3,478	8,223.75
5	West Madari ...	1,290	6,086.29	1,084	3,972.13	...	...	2,374	10,058.42
6	Moraghat ...	3,616	15,177.46	4,145	8,563.70	1,180	35.76	8,782	23,776.92
7	Ambari Falakata	28	76.90	6	15.78	30	6.62	34	99.30
8	Boxa ...	1,107	4,691.55	469	1,182.89	...	...	1,576	5,874.44
9	Chokoakheti ...	447	1,401.16	366	913.15	...	...	813	2,114.31
10	East Madari ...	1,202	5,742.42	440	994.21	...	...	1,642	6,736.63
11	Bholka ...	1,841	7,456.85	302	1,248.59	...	...	2,143	8,705.44
12	Bhatibari ...	945	16,724.57	710	995.58	...	...	1,655	7,720.15
13	Santhal Colony ...	...	44.34	...	...	...	...	...	44.34
	Total ...	21,107	108,923.47	10,091	25,388.75	1,210	42.38	32,408	134,354.60

APPENDIX No. 13.

Comparative Statement of area and rentals.

Serial No.	NAME OF PARGANAS	UNSETTLED AREA.				HELD BY JOTEDARS.			
		AVAILABLE FOR SETTLEMENT.		FREE FOR PUBLIC PURPOSES.		AREA.		RENTS.	
		Area at last Settlement.	Area at present Settlement.	Area at last Settlement.	Area at present Settlement.	Area at last Settlement.	Area at present Settlement.	At last Settlement.	Revised demand on present area at last Settlement rents.
1	2	3	4	5	6	7	8	9	10
								Rs. A. P.	Rs. A. P.
1	Chengmari ...	2,987'48	5,968'98	2,622'51	5,828'85	47,830'07	48,759'53	59,629 11 0	61,729 14 4
2	South Moinsaguri ...	2,451'40	5,298'21	2,772'20	5,101'22	70,838'96	88,618'88	1,19,723 7 0	1,31,034 6 11
3	North Moinsaguri ...	3,112'21	2,098'20	1,476'98	1,968'15	26,230'12	26,448'54	29,612 7 1	38,004 10 8
4	West Madari ...	183'96	9,188'46	1,145'26	5,232'55	38,866'78	38,708 0 0	28,708 0 0	3,817 13 11
5	Lakshmipur ...	87'19	9,113'17	592'60	1,779'95	19,842'94	39,899'84	16,110 0 0	19,995 9 5
6	Moranghat ...	7,025'89	6,615'33	3,877'30	4,108'14	47,487'58	94,011'76	45,597 14 11	1,05,631 5 0
7	Bhalka ...	664'78	12,112'11	1,064'33	2,098'29	33,615'23	37,752'67	21,253 3 0	25,989 10 2
8	Bhatibari ...	1,114'09	6,885'90	1,612'97	2,701'49	48,822'91	46,733'73	26,960 14 0	32,960 5 10
9	Chokoakheti ...	558'89	1,016'49	113'59	854'20	1,358'66	17,172'55	8,487 2 0	10,145 13 1
10	East Madari ...	215'29	11,437'30	299'53	644'70	26,776'40	41,393'00	16,230 12 0	22,532 2 5
11	Boza ...	459'97	7,513'20	1,472'65	2,769'75	32,195'20	38,345'07	18,907 9 7	25,739 7 0
12	Santhal Colony ...	...	2,611'28	...	274'20	...	5,892'66	2,188 14 0	...
13	Ambari Palakata ...	162'81	...	312'11	253'56	5,456'10	9,379'60	10,701 0 0	...
	Total ...	19,829'10	71,679'78	18,071'75	22,341'26	387,475'75	544,697'13	3,90,184 1 7	5,12,101 0 7

Serial No.	NAME OF PARGANAS	HELD BY JOTEDARS.	HELD BY CHUKANIDARS.				HELD BY ADHIARS.	
		RENTS.	AREA.		RENTS.		AREA.	
		At present Settlement.	At last Settlement.	At present Settlement.	At last Settlement.	At present Settlement.	Under Jotedars.	Under Chukanidars.
		11	12	13	14	15	16	17
		Rs. A. P.			Rs. A. P.	Rs. A. P.		
1	Chengmari ...	65,897 10 9	9,910'21	7,618'90	22,897 8 10	26,217 0 10	15,338'48	1,496'22
2	South Moinsaguri ...	1,42,691 19 8	19,081'29	18,061'28	36,142 12 8	47,129 6 8	27,761'18	2,622'00*
3	North Moinsaguri ...	41,107 4 7	2,185'08	1,894'02	4,471 7 11	6,628 13 1	12,188'00	487'42
4	West Madari ...	44,811 12 4	9,882'68	31,414'81	9,679 9 6	41,368 1 0	6,086'29	4,937'42*
5	Lakshmipur ...	22,945 2 10	2,947'41	8,088'14	4,509 11 9	16,887 12 8	6,082'27	2,816'57*
6	Moranghat ...	1,30,830 12 5	24,805'56	47,880'43	86,242 12 2	1,16,289 11 10	15,177'46	14,500'59*
7	Bhalka ...	30,407 12 0	2,008'34	7,706'11	2,913 7 8	12,894 14 6	7,456'88	1,390'24*
8	Bhatibari ...	28,637 2 11	6,138'50	16,916'74	5,868 4 2	24,883 3 9	6,724'57	3,231'22*
9	Chokoakheti ...	14,134 8 9	2,069'88	8,119'02	2,505 15 8	12,739 9 10	1,491'16	1,291'11*
10	East Madari ...	26,601 3 4	4,097'16	10,968'23	2,483 4 8	16,294 1 8	5,742'42	2,609'61*
11	Boza ...	33,886 12 6	6,194'61	16,861'59	4,623 1 4	26,309 0 0	4,791'55	2,803'98*
12	Santhal Colony ...	2,560 11 8	...	6'12	19 0 0	19 0 0	44'24	...
13	Ambari Palakata ...	12,822 4 10	2,894'25	4,782'97	6,685 4 5	11,948 6 3	76'90	533'69*
	Total ...	6,10,495 2 4	10,099'12	1,79,018'67	1,62,648 0 11	2,68,536 3 10	1,06,923'47	32,679'27

* Including Darchukani.

† Including Darchukani the area of which is 2,226'24.

APPENDIX

Statement describing

[Area in acres]

LAND NOT PRO-

CROP-PRODUCING LAND.

FIT FOR PRO-

Serial No.	NAME OF PARGANA...	FIT FOR PRO-									
		Bhadal.	Haimantl.	Bahl.	Other kinds.	Total crop-producing land.	Yielding two crops.	Actual area of crop-producing land.	Culturable waste.		Bamboo clumps, Kail and Hagoi jungles.
1	2	3	4	5	6	7	8	9	10	11	12
		Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.
1	Balkathapore ...	5,398'68	97,380'73	5,325'94	1,908'30	186,447'64	6,136'79	148,310'85	1,660'23	17,009'34	6,954'91
2	Patgram ...	9,157'30	24,607'41	6,755'83	1,580'22	42,101'59	326'63	41,702'96	3,419'00	2,823'04	3,016'16
3	Boda ...	51,303'18	128,882'69	12,763'83	3,414'35	199,303'03	17,073'68	182,129'34	16,310'80	18,917'38	10,864'19
4	Chengmari ...	6,374'51	22,362'03	1,684'31	...	30,431'16	924'73	29,496'40	670'04	1,761'90	650'43
5	South Motnaguri ...	22,467'03	22,156'24	8,511'97	308'83	64,444'87	4,113'36	60,331'51	11,089'69	2,775'26	2,163'23
6	North Motnaguri ...	9,433'93	12,153'23	1,304'74	...	16,894'04	434'87	16,459'17	233'27	1,551'31	681'64
7	West Madari ...	4,042'97	11,316'24	8,674'45	...	24,333'78	1,655'99	22,176'79	2,332'53	7,233'06	12,489'14
8	Lakshmipore ...	2,419'57	8,963'41	3,822'18	...	15,367'16	943'98	14,423'18	1,333'57	2,354'63	18,594'61
9	Moraghat ...	14,328'20	25,904'09	14,846'48	319'54	65,387'40	2,328'63	61,449'78	8,947'20	7,675'84	4,234'13
10	Bhalika ...	3,223'80	14,117'44	5,411'07	239'78	22,372'04	1,403'15	20,968'89	3,267'27	3,002'99	2,167'41
11	Bhatbari ...	4,419'15	15,691'19	8,117'20	76'45	26,304'10	2,639'75	25,664'35	2,062'31	2,173'63	1,574'01
12	Chokokhet ...	3,368'60	5,682'19	1,564'21	47'45	9,435'25	939'63	8,516'62	2,331'93	2,317'87	2,747'20
13	East Madari ...	2,646'63	11,457'41	6,477'36	162'94	21,335'26	1,799'13	20,137'11	7,958'19	9,066'29	5,351'43
14	Boda ...	4,186'19	19,437'40	6,146'35	124'21	22,694'05	1,440'16	21,483'79	2,987'31	1,909'71	1,084'93
15	Santal Colony ...	498'01	3,070'50	1,315'38	28'77	4,913'16	348'44	4,564'72	418'63	519'52	347'03
16	Ambari Falakata ...	2,336'09	4,087'67	102'77	7'40	6,423'93	404'47	6,029'46	720'66	232'30	302'97
	Total ...	187,958'66	442,991'70	22,146'60	8,121'08	731,229'21	46,481'23	684,746'99	66,109'10	84,592'20	71,154'50

Total ...

Orchard ...

GRAND TOTAL ...

APPENDIX

Crop

[Area in acres]

PADDY, PULSE AND OTHERS.													OIL SEEDS			
Serial No.	NAME OF PARGANA.	Paddy.										Other kinds of eatable crops.	Linseed.	Til.	Mustard-Shealaka, Rye.	Other oil seeds.
		Aus.	Amra n.	Bura.	Wheat.	Oats.	F. buckwht.	Mustard.	Mung.	Gram.						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
		Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	
1	Balkanthapore	32,936'06	96,939'46	114'16	53'71	94'45	335'87	9'06	...	21'93	540'98	73	19'45	1,363'12	78	
2	Patgram	9,462'98	24,649'00	...	8'15	28'29	49'69	26	...	...	87'06	...	3'09	389'65	...
3	Boda	25,481'16	126,530'40	1'94	177'07	953'76	748'00	117'10	4'63	8'23	1,237'45	6'27	89'10	4,731'26	2'74	
4	Chengmari	3,714'69	21,998'18	...	9'44	104'06	104'06	23	...	...	270'29	9'23	50'16	390'91	1'66
5	South Motnaguri.	16,261'25	33,101'09	14'79	23'34	80'16	1,446'96	4'29	...	70	99'07	11'51	51'66	2,044'23	17'17	
6	North Motnaguri.	2,179'24	12,043'60	...	...	9'27	140'67	26	...	...	492'30	1'81	31'68	727'79	4'63
7	West Madari...	3,476'86	1,183'23	...	41'36	110'08	568'42	1'82	...	...	490'29	20'23	182'68	4,963'28	1'21
8	Lakshmipore...	1,179'91	8,924'81	...	31'64	88'04	400'74	3'92	...	...	516'61	7'01	10'17	2,739'10	12'65
9	Moraghat	9,008'63	25,631'71	91	11'30	248'60	3,026'61	6'64	...	...	1,469'13	2'07	75'86	6,131'04	2'02
10	Bhalika	1,468'52	12,880'43	...	11'55	9'60	790'66	3'23	...	...	278'93	1'09	70'69	4,437'76	...
11	Bhatbari	4,134'17	15,399'83	...	131'06	7'77	519'25	70'30	...	...	9'45	1'16	114'45	5,349'30	...
12	Chokokhet	866'30	4,971'53	...	5'08	...	340'01	...	...	...	146'64	...	...	317'84	...
13	East Madari	3,023'32	8,602'91	...	64'22	22'43	763'92	51'31	...	...	173'76	...	90'13	3,323'45	4'51
14	Boda	2,109'24	19,646'23	76'21	19'64	67'08	918'03	14'28	9'70	1'04	39'52	3'49	89'22	2,368'51	9'06	
15	Santal Colony	84'05	3,040'24	11'83	7'38	28'42	72'71	9'25	...	...	624'51	...	1'13	923'55	7'1
16	Ambari Falakata.	1,546'22	4,043'16	...	35	07	12'92	...	...	...	...	...	1'64	7'39	...
GRAND TOTAL		136,947'60	484,661'92	231'63	677'29	1,702'68	98,481'50	268'15	14'70	21'16	7,171'65	51'73	850'08	47,618'66	51'06	

No. 14.

the use of land,

and decimals.]

DUOING CROP.

DUOING CROP.			UNIT FOR PRODUCING CROP.									GRAND TOTAL.	REMARKS
Straw.	Other kinds.	Total land fit for pro- ducing crop.	Homestead. and Masjid.	Tanks with margin.	River, Canals and Dams.	Bill, unculturable waste and char.	Roads and paths.	Other kinds.	Total lands unfit for producing crop.				
13	14	15	16	17	18	19	20	21	22	23	24		
Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Orchard.		
16,811.48	22,917.07	64,685.18	6,537.23	1,297.24	12,812.18	10,704.93	3,746.54	23,217.66	74,418.64	257,341.67	...		
7,096.10	822.04	16,589.42	1,213.92	846.87	1,370.92	1,136.49	1,104.46	168.10	5,278.76	63,617.11	...		
22,369.91	7,038.42	78,020.69	5,614.96	2,154.70	4,938.47	4,870.11	4,225.83	2,216.50	24,044.27	241,172.30	...		
8,116.84	4,705.29	12,822.13	907.74	223.12	5,194.70	6,100.79	831.31	963.37	14,235.08	68,629.73	648.82		
8,246.46	2,412.14	34,187.96	1,823.73	849.39	4,068.72	4,906.13	2,329.49	179.00	14,845.60	99,314.77	701.75		
3,025.22	1,440.29	7,087.32	866.79	101.92	1,438.66	2,611.61	703.03	938.94	5,934.00	29,460.70	1,089.16		
4,316.84	8,120.80	37,086.16	664.49	419.04	1,813.26	1,767.24	639.13	77.92	5,400.94	65,678.10	229.21		
1,064.41	1,390.78	24,864.01	419.84	218.31	1,643.19	505.54	383.76	41.18	8,212.82	42,420.73	89.32		
3,781.37	8,541.02	30,867.56	1,811.29	1,084.90	3,269.34	2,180.99	1,472.82	2,013.22	11,883.04	104,200.39	533.14		
8,992.64	12,036.12	28,466.43	569.26	31.00	2,192.54	933.74	439.23	49.62	4,245.43	51,727.76	243.32		
6,089.83	13,180.46	23,344.26	628.84	147.12	3,390.13	645.40	657.62	401.61	5,567.71	67,076.32	244.80		
2,404.56	1,081.80	8,883.86	181.39	66.09	674.99	120.29	128.48	379.13	1,517.43	19,019.61	23.83		
2,108.39	5,480.84	30,008.74	571.72	142.07	1,094.93	821.53	352.34	2.80	2,901.73	58,014.58	431.02		
4,916.60	10,984.82	21,743.37	638.27	298.83	2,411.63	589.85	628.15	353.68	4,914.31	48,023.60	806.52		
1,847.47	1,223.44	8,553.09	76.32	13.28	219.86	88.69	215.96	68.20	634.22	8,774.03	5.21		
618.27	68.27	2,843.53	162.38	32.33	162.24	631.62	305.60	26.15	42.27	9,615.31	17.85		
98,096.70	98,508.97	412,382.27	22,414.02	7,621.35	43,582.59	37,743.29	19,419.86	47,362.23	160,135.14	1,277,184.50	4,753.70		

Acres.

1,277,184.50

4,753.70

1,281,938.20

No. 15.

Statement.

and decimals.]

Cooking oilseeds and rich soilseeds.	SUGAR PRODUCING.		CROPS PRODUCING FIBRES.					OTHER KINDS OF CROPS.							Lands yielding two crops.	Actual area of crop-producing lands.	Bamboo and what, etc.
	Sugarcane.	Other kinds.	Siame.	Jute.	Manila.	Tobacco.	Pepper.	Betel.	Fruit and vegetable gardens.	Eatable.			Not eatable.				
										Potato.	Other kinds.						
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	
Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	Acres.	
138.46	411.80	...	...	12,868.03	...	1,754.33	1.90	5.13	1,555.15	932.16	237.75	140	156,447.64	8,136.79	148,210.85	...
2.94	64.78	...	...	706.94	1.92	5,064.43	...	1.84	1,480.51	104.80	18.80	109	42,101.88	396.68	41,702.92	...
683.02	2,368.65	2.63	4.18	18,820.83	2.42	2,499.58	84	5.01	2,380.58	1,688.81	1,099.22	...	198,302.02	17,073.66	182,128.34	...	
28.92	128.68	...	...	2,203.01	1.17	1,146.41	104	60	664.48	308.02	183.12	...	21,696.66	994.72	20,701.94	695.78
131.29	60.80	...	...	8,510.41	...	1,529.84	...	11	3,341.87	638.60	308.68	...	67,390.64	4,113.26	63,196.38	2,164.22
18.06	18.06	...	...	881.68	...	377.12	...	...	517.46	178.80	127.09	8.47	18,719.02	434.67	18,284.35	736.79
41.88	90	...	...	1,009.53	2.15	2,438.68	...	10	333.84	178.25	160.01	2.34	25,390.47	1,658.79	23,634.68	228.00
8.73	2.84	...	...	744.34	80	598.74	140	...	313.40	130.14	22.03	1.65	16,686.04	943.26	14,663.78	231.86
49.64	13.02	...	...	8,811.01	14	2,706.62	...	...	9,832.68	500.00	969.69	...	67,664.81	3,383.62	64,089.69	3,042.97
98.97	1.80	...	...	864.29	...	254.77	...	1.43	852.59	187.68	174.94	...	23,961.50	1,403.15	21,698.35	686.14
83.11	8.27	...	...	1,179.87	...	537.53	...	...	1,038.19	504.37	70.53	...	20,374.70	2,539.79	18,834.91	939.79
8.56	809.67	...	...	1,371.48	...	644.97	...	...	395.03	186.38	86.98	...	9,784.88	939.83	9,844.71	274.90
38.84	79.11	...	...	2,028.59	...	1,723.12	...	...	676.71	266.87	87.58	...	22,487.26	1,798.12	20,689.14	120.97
33.06	6.64	...	...	843.96	1.72	1,004.87	16	...	769.44	218.97	148.63	2.41	26,004.17	1,430.26	23,573.91	603.60
1.82	26.10	...	...	88.94	...	16.85	...	...	32.96	8.60	2.61	...	4,942.40	356.44	4,585.96	24.03
83	43.81	...	...	689.87	...	19.80	...	...	222.97	60.17	7.40	...	6,666.90	404.47	6,262.43	203.12
1,076.85	2,898.23	2.68	25.21	60,679.80	10.82	22,325.66	2.16	14.22	17,162.51	5,991.22	3,124.53	18.46	744,747.78	46,481.22	698,266.56	8,763.97	

APPENDIX No. 16.

List of Agricultural Stock.

No.	NAME OF PARGANAS.	CATTLE.				BUFFALOES.			Sheep.	Goats.	Horse and pony.	Plough.	Carts.	Bost.
		Bulls.	Bullocks.	Cows.	Calv.	Male buffalo.	Female buffalo.	Calv.						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Baikanthapore ...	25,782	26,066	40,838	89,768	2,837	2,919	1,729	366	26,411	1,574	21,046	2,686	80
2	Patgram ...	3,208	17,977	18,201	14,974	470	998	363	345	18,690	633	8,728	1,071	67
3	Boda ...	15,636	57,490	59,271	55,394	4,922	1,593	755	344	63,689	1,891	24,278	4,188	111
4	Chengumari ...	979	8,777	6,990	6,143	1,991	963	993	64	4,646	231	4,100	716	19
5	South Moinsaguri ...	3,876	27,494	20,798	20,602	672	1,294	1,288	60	13,876	340	12,047	1,323	69
6	North Moinsaguri ...	1,260	3,604	2,887	3,656	523	1,034	1,309	134	3,548	123	2,740	596	8
7	West Madari ...	2,760	8,253	9,690	8,222	1,402	1,391	1,174	187	4,634	466	4,486	815	2
8	Lakshimpore ...	2,861	8,686	7,710	6,489	2,083	1,059	928	173	4,483	319	4,716	669	2
9	Maraghat ...	7,212	21,626	20,884	19,889	2,466	2,524	2,794	194	13,296	603	11,344	1,741	13
10	Bhalika ...	1,976	6,207	6,496	5,109	1,682	986	728	65	4,144	423	3,467	202	4
11	Bhatibari ...	1,517	6,222	5,510	4,610	1,315	2,912	539	170	3,573	233	3,781	238	...
12	Chokrokhedi ...	804	4,113	3,376	3,348	408	394	218	31	2,324	103	1,976	206	...
13	East Madari ...	7,576	16,118	14,164	9,390	6,791	4,363	2,874	1,571	8,310	1,374	6,330	771	...
14	Boxa ...	1,937	7,418	6,831	5,715	1,083	328	179	43	3,655	236	3,871	493	4
15	Southai Colony ...	99	209	779	720	1,074	288	255	18	488	80	560	170	...
16	Ambari Palakata ...	286	1,692	1,822	1,310	148	96	27	...	920	86	808	97	2
	GRAND TOTAL ...	77,822	222,682	221,432	204,949	20,754	23,216	17,007	3,465	158,822	2,303	124,101	15,462	409

APPENDIX 17.

Transfer of Tenancies.

(During 10 years preceding the year of attestation—areas in acres and decimals.)

Serial No.	Particulars.	Total number of transfers.	Entire jote or interest transferred.	Area.	Selling value.	Fractional portion of jote or interest transferred.	Area.	Selling value.	Class of purchase, i.e., whether Jotedar, Mahajan, Lawyer, etc.	Total area transferred.	Total selling value.	Explanatory abstract (class of purchase).
1	2	3	4	5	6	7	8	9	10	11	12	13
					Rs. A.			Rs. A.			Rs. A.	
1	Chengmari ...	770	87	2,440'72	158,421 0	688	5,344'28	2,20,724 0	770	7,964'95	4,79,145 0	Jotedar ... 738 Chukani ... 20 Mahajan ... 12 Tea Company ... 5 Total ... 770
2	South Mainazuri ...	1,268	161	3,324'92	5,46,268 0	1,065	8,926'51	8,39,171 0	1,326	12,283'43	14,21,487 0	Jotedar ... 495 Chukani ... 398 Mahajan ... 393 Lawyer ... 16 T. G. Manager ... 5 Do. Director ... 2 Total ... 1,326
3	North Mainazuri ...	389	57	1,134'25	85,940 0	302	2,820'72	1,39,260 0	389	3,785'07	2,25,240 0	Jotedar ... 377 Chukani ... 5 Mahajan ... 6 Tea Company ... 1 Total ... 349
4	West Madari ...	326	215	2,863'67	71,500 0	111	1,078'07	26,925 0	326	3,939'74	98,425 0	Pleader ... 11 Mahajan ... 3 Jotedar ... 117 Chukani ... 185 Total ... 326
5	Lakshimpore ...	348	271	5,909'65	1,47,778 0	77	754'98	18,930 0	348	6,664'61	1,66,825 0	Jotedar ... 184 Chukani ... 79 Pleader ... 51 Mahajan ... 14 T. G. Manager ... 25 Do. Director ... 25 Total ... 343
6	Moraghat ...	1,038	466	8,339'30	3,48,462 0	572	5,689'28	2,48,357 0	1,038	14,018'58	5,96,819 0	Jotedar ... 646 Chukandar ... 226 Mahajan ... 166 Total ... 1,038
7	Bhalika ...	247	240	4,508'99	1,15,235 0	7	106'54	2,662 0	247	4,715'53	1,77,867 0	Mahajan ... 23 Jotedar ... 224 Total ... 247
8	Bhatibari ...	490	389	7,630'47	1,88,230 0	101	973'67	24,350 0	490	4,501'14	2,12,600 0	Jotedar ... 350 Chukani ... 95 Tea Manager ... 30 Lawyer ... 2 Mahajan ... 13 Total ... 490
9	Ohokoakheti ...	132	77	1,110'35	25,143 8	55	501'72	12,354 8	132	1,612'07	37,497 0	Jotedar ... 80 Chukani ... 78 Mahajan ... 4 Total ... 132
10	East Madari ...	220	160	2,639'78	73,666 0	60	381'27	22,823 8	220	3,021'05	96,189 8	Jotedar ... 177 Lawyer ... 3 Chukani ... 40 Total ... 220
11	Bura ...	356	108	16,725'97	5,22,050 0	348	35,111'62	9,15,329 0	356	52,887'48	14,37,379 0	Mahajan ... 3 Jotedar ... 111 Chukandar ... 242 Total ... 356
12	Sonthal Colony ...	...	...	...	...	...	Nil	...	...	...	...	ABSTRACT. Jotedar ... 2,444 Chukandar ... 1,275 Mahajan ... 637 Lawyer ... 21 T. G. Manager ... 60 Do. Director ... 24 Tea Company ... 6 Pleader ... 62 Total ... 5,542
13	Ambari Palakata ...	...	...	...	...	...	Nil	...	...	...	...
	Total ...	5,542	2,361	57,118'07	22,22,738 8	2,361	62,218'59	25,70,806 0	5,542	119,336'66	48,98,244 8	

APPENDIX No. 18.

Statistical Statement of Mortgages during 10 years preceding the year of attestation.

(Areas in acres and decimals.)

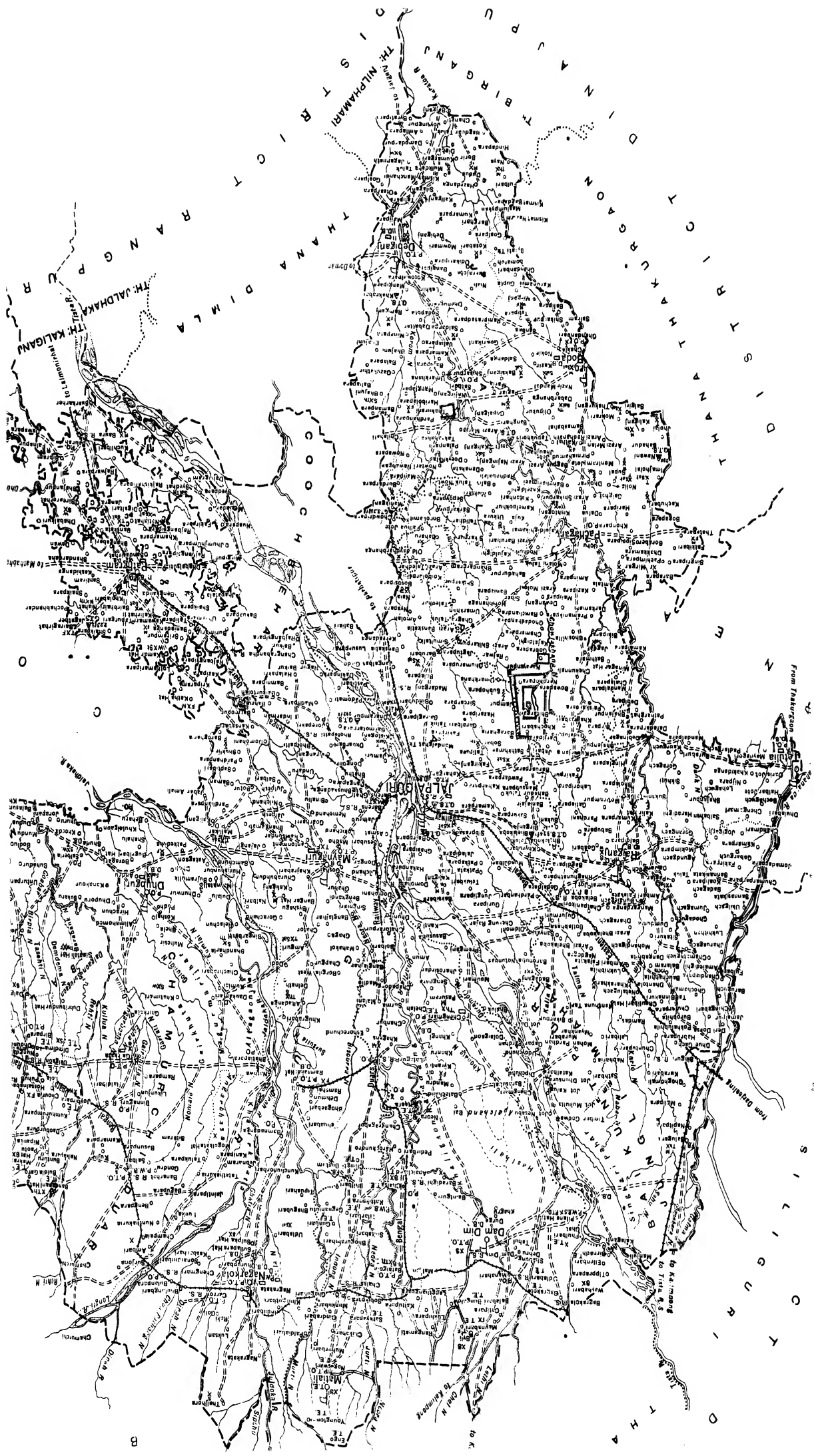
Serial No.	NAME OF PARGANA.	HELD BY MORTGAGERS.										
		From proprietors.*		From tenure and under-tenure holders.		From ralyats on fixed rates.		From occupancy ralyats.		From non-occupancy ralyats.		
		No.	Area.	No.	Area.	No.	Area.	No.	Area.	No.	Area.	
1	2	3	4	5	6	7	8	9	10	11	12	
1	Baikunthapur	...	...	...	1,431.09	...	15.39	...	824.84	...	38.14
2	Patgram	...	27.68	...	2,541.11	...	42.79	...	760.46	...	25.81	
3	Boda	...	45.22	...	3,886.97	...	529.15	...	1,217.52	...	160.18	
4	Chengmari	...	25	147.33	...	...	...	...	...	...	...
5	South Mainaguri	...	...	343	3,243.10	...	...	38	393.43	...	...
6	North Mainaguri	...	35	274.19	...	...	...	...	...	...	...
7	West Madari	...	Nil	...	...	Nil	...	...	Nil	...	...
8	Lakshmipore	...	Nil	...	...	Nil	...	...	Nil	...	...
9	Moraghat	...	...	22	453.98	...	...	30	184.03	...	...
10	Bhalka	...	...	32	27.24	...	...	...	...	...	...
11	Bhatibari	...	...	2	2.40	...	...	10	7.21	...	...
12	Chokoakheti	...	...	1	2.15	...	...	1	12.69	...	...
13	East Madari	...	...	8	33.02	...	...	1	5.29	...	...
14	Boxa	...	...	...	...	...	Nil	...	...	...	...
15	Sauhal Colony	...	...	...	...	...	Nil	...	...	...	...
16	Ambari Falakata	...	1	1.58	...	...	...	...	...	...	...
	Total	...	61	496.00	408	1,162.06	...	587.33	80	3,405.47	...	224.13

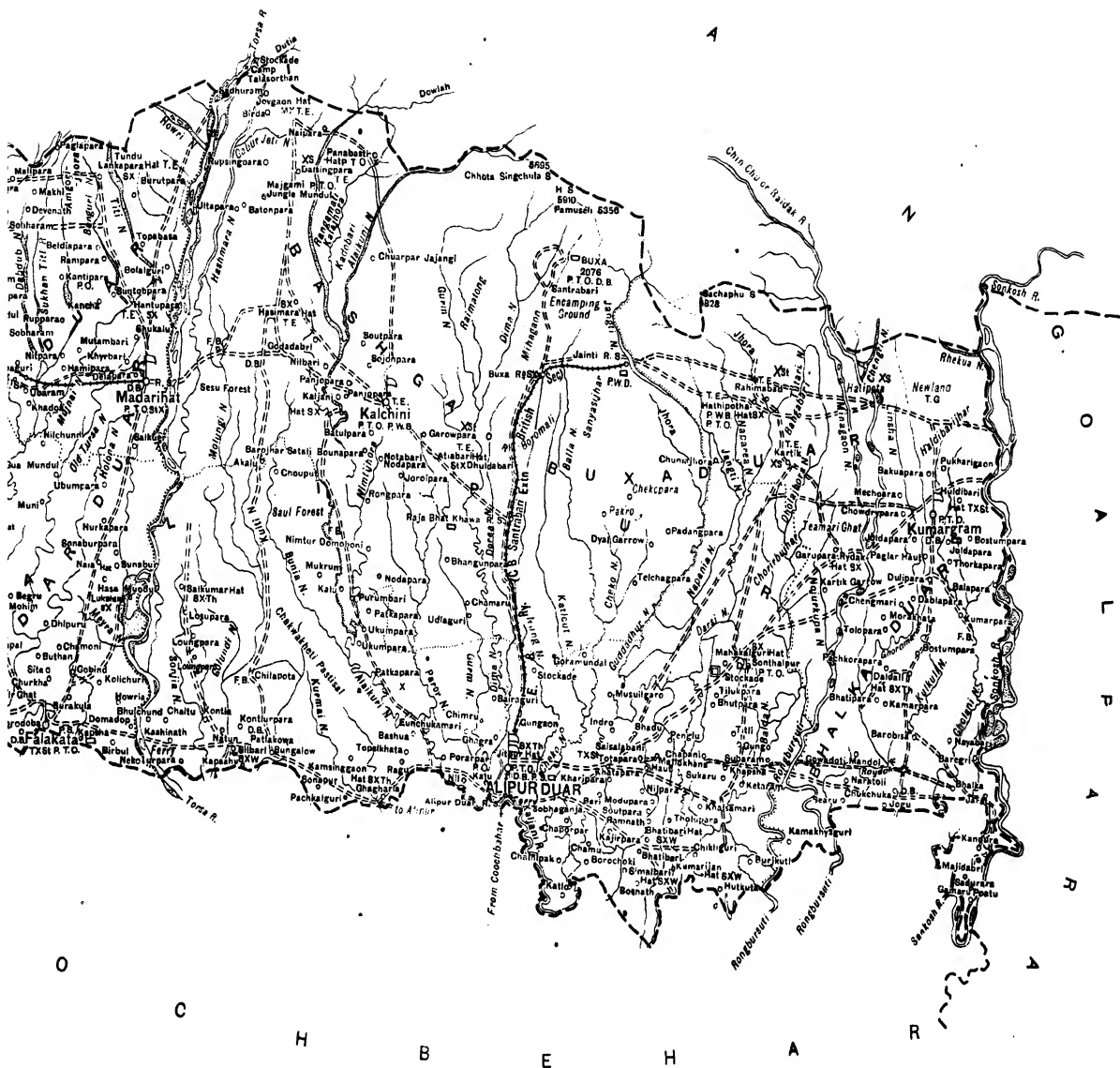
APPENDIX No. 19.

Analysis of Section 103A objection.

Serial No.	NAME OF PARGANA.	Relating to plots.	Relating to possession.	Relating to shares.	Relating to mokarari tenure.	Relating to mokarari rasyati holding.	Tenures permanent and for limited period.	Relating to rent.	Relating to mutation.	For separate entry of two jokes recorded under one.	Relating to status (tenure or rasyati or under-rasyati).	From one taseri to another.	Total.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Boda ...	346	45	146	564	336	35	287	144	67	149	88	2,177
2	Patgram ...	112	26	25	42	122	16	34	18	4	10	18	427
3	Baikunthapur ...	161	212	75	3501	35	...	124	193	16	549	...	4,866
4	Chengmari ...	8	1	6	...	...	...	...	11	...	...	...	26
5	North Mainaguri ...	...	3	3	1	...	...	1	26	...	1	...	35
6	South Mainaguri ...	30	17	16	...	...	...	...	101	1	10	1	176
7	West Madari ...	2	2	6	3	...	...	6	36	2	3	...	60
8	Lakshmipore ...	7	7	21	4	...	...	33	29	...	11	...	112
9	Moraghat ...	43	13	24	...	...	...	2	54	2	11	1	150
10	Boxa ...	6	4	5	1	...	...	1	12	2	19	...	50
11	Chokoakheti ...	3	5	4	3	...	...	...	14	...	8	...	37
12	East Madari ...	2	1	...	1	...	...	1	5	...	21	...	31
13	Bhalka ...	1	1	1	...	...	...	1	10	...	4	...	18
14	Bhatibari ...	12	9	2	...	...	...	...	18	...	12	...	53
15	Ambari Falakata ...	1	...	6	...	...	...	1	...	...	1	...	10*
	Total ...	734	346	370	4,120	493	51	491	671	94	809	108	8,238

* Relating to Government cess.





REFERENCES.

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Sub Division Boundary	---
Revenue Thana Do
Police Station Do
Metalled Road	=====
Unmetalled Road	=====
Railway with Station	--- R. S. ---
Post Office	P. O.
Telegraph Office	T. O.
Post & Telegraph Office	P. T. O.
Rest House	R. H.
Inspection Bungalow	I. B.
Steamer Station	S. S.
Dak Bungalow	D. B.
District Head Quarters	JALPAIGURI
Sub Division Do	
Police Station	
Ferry	Ferry
Market	

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No. XXV—13-4670, dated Darjeeling, the 27th June 1919.

From—F. A. SACHSE, Esq., I.C.S., Director of Land Records, Bengal,
To—The Secretary to the Government of Bengal, Revenue Dept.

I have the honour to submit for the orders of Government a copy of the final report on the survey and settlement operations in the district of Jalpaiguri written by Mr. J. A. Milligan, I.C.S. Except Darjeeling and the Chittagong Hill Tracts, Jalpaiguri is the only remaining non-regulation district in the province. Only one-third comprised in the parganas of Baikunthapur, Boda and Patgram is permanently settled. The remainder known as the Western Duars is part of the territory which came to Bengal after the Bhutan war in 1865 and formed a separate district until 1868. In that year the present district of Jalpaiguri was formed by amalgamating the Jalpaiguri subdivision of Rangpur with the two western subdivisions of the recently ceded district, the third, Dalinkote, being attached to Darjeeling. The Tista river is roughly the boundary between the two portions of the district. The eastern portion in which Government has retained full proprietary rights contains 505 square miles of reserved forests, 383 square miles of tea gardens, and 851 square miles settled as *jotes*. In addition to 52 square miles reserved for public purposes 112 square miles still remain unsettled. The total area actually under cultivation is 488 square miles and about 400 square miles of the remainder has also been classed as culturable. The rapidity with which development has proceeded since 1870 is noticed in all the settlement reports.

2. The last settlement of the Western Duars was completed by Mr. Sunder in 1893, and was due to expire in 1907. Proposals

Initiation of the settlement.

for a new settlement were submitted to the Board by the Commissioner in April 1906, and in

August the Government of India sanctioned the scheme, which at this time only provided for a revision of the survey of that portion of the Western Duars which was already settled or capable of settlement and a settlement of rents under the Bengal Tenancy Act. In the meantime as the result of a conference held at Jalpaiguri in August, at which the Senior Member of the Board, the Director of Land Records, the Commissioner and the Settlement Officer were present, the proposals were expanded so as to include a completely new survey of the Western Duars, and a record-of-rights for the Baikunthapur estate. The Government of India gave their approval in December. In 1907 it was decided that the settlement party already organized should complete a record of the whole district, and thereupon take up the other districts of the Rajshahi Division in due course.

Mr. Milligan joined the District as Settlement Officer on 22nd June 1906. An experimental block of 69 square miles was taken up in 1906-07, and the rest of the district was surveyed in four blocks between 1907 and 1911. Attestation was completed in 1913 and final publication in 1914, but owing to the delay in settling many important questions of principle as regards cess revaluation and the assessment and rights of khas mahal tenants, the Settlement Officer had not completed all the chapters of his report when he went on leave in 1915. On his return he found that the conclusions arrived at in his absence necessitated the re-writing of many portions, and he has since been engaged on other duties. This fact is sufficient to account for the tardy appearance of the report.

3. The report falls into four main divisions :—

The report.

(1) Chapter II, containing a general description of the district and its people with a history of the Baikunthapur estate.

(2) Chapter III, containing an account of previous surveys of the district, and the present operations.

(3) Chapters IV and V, containing a discussion of the status of the various classes of tenants—

(a) in the permanently-settled area, and (b) in the Western Duars.

(4) Chapters V and VI, dealing with the assessment of the Government estates and the forms of leases granted.

4. The total area of the district is 2,891 square miles of which 73 is comprised in the rivers. The whole lies at the foot of the Darjeeling and the Bhutan Hills and is bounded on the south by Purnea,

The district.

Dinajpur, Rangpur and the independent State of Cooch Behar. The treacherous Tista is the main river, but the district is cut up into long narrow strips from north to south by innumerable other streams, whose torrential impetuosity in the rains must always be a source of danger to the tea gardens and railways in all parts of the Duar Plateaus. West of the Tista roads are plentiful, but in the Duars bridge building is too expensive and speculative. The district has been very liberally treated in the matter of railways, and the Bengal Duars Railway which was especially designed to open up the tea-growing area has met with a considerable measure of success. The population is 902,660, of which 80 per cent. are agriculturists. The Muhammadans number 237,456, and the Rajbansis 315,257. There are many immigrants of whom about half are tea garden coolies from Chota Nagpur and the Santhal Parganas. In Falakata thana these formed 55 per cent. of the population in 1901. Excluding tea gardens and forests the cultivated area amounts to 1,077 square miles, of which only 73 square miles, or 7 per cent., is recorded as bearing two crops. Of the uncultivated balance, 644 square miles have been classified as capable of cultivation, and 282 square miles as unculturable. Eight hundred and ninety three square miles grow paddy of which about four-fifth is aman, 79 square miles grow jute, 148 square miles khesari, and 36 square miles tobacco. The remaining crops are insignificant. The homestead area is 22,414 acres which, leaving the tea garden population out of account, gives an average of 15 acres to each family of five persons. There are 726,855 cattle and 71,000 buffaloes in the district. Mr. Milligan draws a striking contrast between the quality of the buffaloes and the ordinary plough bullocks. The average of six animals to every 5 acres of cultivated land compares very favourably with the districts in other divisions of Bengal.

5. Very little is said in the report about the social customs and the economical condition of the people. These subjects were very fully treated in Mr. Sunder's report and it was Mr. Milligan's endeavour to keep as many pages as possible available for the discussion of the problems connected with the rights of tenants, which were not too fully treated by his predecessor. Apparently the cultivators might be very prosperous, but for the inroads which malaria makes on their energy and enterprise. In Chapter II of his report Mr. Milligan emphasises the most pressing needs of the district as follows :—

- (1) A large medical staff spread over all mufassal centres. He calls special attention to the great part played by Mr. Collings Wallich in inaugurating a scientific campaign against malaria. There are many even more deadly diseases which are endemic in the district.
 - (2) The maintenance by Government of an expert local staff to study the tendencies of the ubiquitous streams of the Duars and to bring a policy of foresight and continuity to bear upon the all-important problems of river training, irrigation and drainage.
 - (3) The exploitation of several crops, and more especially fruits and vegetables, which are now only grown to a very limited extent, but for which both the soil and the climate are suitable. In this matter Mr. Milligan speaks with an authority which rests upon some quite unusually successful experiments of his own. In furtherance of all these improvements Mr. Milligan suggests that better use might be made of the jotedars' fund. This fund which has no parallel elsewhere is built up from a so-called voluntary cess realized by the tahsildars simultaneously with the rent. The annual proceeds have risen from Rs. 7,338 in 1893 to Rs. 15,363 in 1914.
6. The northern portion of the Baikunthapur estate contains 71 square miles of compact forest, which grows valuable sal timber. The reserved forests in the Duars

Forests and tea grants.

extend to 505 square miles, 45 square miles of which near Buxa stand on hilly ground. The profit on the working in 1906-07 was 2 lakhs. Tea grants cover 383 square miles of which the area actually under tea is not stated in the report. In 1916 according to the Statistical Department's Report it was 166 square miles, giving an outturn of 71 million pounds.

7. In the permanently-settled parganas the system of land tenure is in itself simple, but it does not adapt itself very readily to the Tenancy Act, and difficult questions of status arose. There are a few patni taluks and rent-free tenures, but the great bulk of the land is held by jotedars, most of whom have sublet at least a part of their land to chukanidars on exactly the same terms as those on which they themselves hold under the proprietor and the remainder to produce-paying tenants called in this district "adhiars." Long course of custom had entirely ceased to differentiate between those jotes which had originally been taken up, sometimes by non-residents, with the idea of establishing tenants, and those held by the descendants of genuine cultivators. As settlement proceeded the indifference to the existence of any legal distinction rapidly disappeared, and the *jotedars* as a class clamoured to be recorded as raiyats. They all claimed mokorrari rights, and section 50 of the Tenancy Act, which was their main stand-by, had been held not to apply to tenures partitioned subsequent to the permanent settlement. It became necessary, therefore, to examine the origin of every *jote* and the following working criterion was established. Those *jotedars*, whose residence was within the tenancy and who had in their own possession at least one-third of the arable land, and those *jotedars*, whose homestead was outside the boundaries of the tenancy but who had at least half the arable land in their own possession, were recorded as raiyats. Land held by adhiars was not considered to be in khas possession. The remaining *jotes* were either recorded as permanent tenures or as tenures for a fixed number of years according to the terms of the documents creating them. The claim to transferability without the landlord's consent was decided against all classes of tenants except those recorded as permanent tenure-holders.

The following table shows the result of the classification—

Class.	Area in acres.	Average rent Rs. A. P.
Tenure-holders—		
Rent-paying, fixed	63,867	0 11 0
Ditto enhanceable	392,159	1 2 7
Rent-free	15,623	.....
Raiyats at fixed rents	12,795	1 2 11
Settled raiyats on cash rents	366,565	2 4 11
Ditto on produce rents	14,745	.....
Occupancy-raiyats on cash rents	211	2 6 10
Ditto on produce rents	53	.....
Non-occupancy raiyats on cash rents	14,135	2 14 1
Ditto ditto on produce rents	2,833	.....
Rent-free	3,402	.....
Under-raiyats, cash paying	58,617	3 9 0
Ditto produce paying	9,937	.....

8. In the Western Duars settlements were made under the provisions of Act XVI of 1869, and the Waste Land Rules of 1875 until 1895. In that year Act XVI was repealed and Act X of 1859 and Act VI B.C. of 1862 were substituted for it. In 1898 the Tenancy Act was extended to the temporarily-settled area, but proviso III of notification No. 964 T.—R., excluded from its application all lands previously or subsequently granted under written leases for the cultivation of tea or for reclamation under the Arable Waste Land Rules, while under proviso IV nothing in the Act "which was inconsistent with any rights or obligations of a jotedar, chukanidar, dar-chukanidar, adhiar or other tenant of agricultural land as defined in settlement proceedings heretofore approved by Government, or with the terms of a lease heretofore granted by Government" to any such tenant was to be

held to override these rights and obligations. As Mr. Milligan, therefore, shows in paragraphs 114 and 33 of his report, the main factor in deciding the rights of practically all the tenants in the Western Duars was the wording of their leases.

The most important class were the holders of the *mal* jotes, a term which originally distinguished the tenancies which were in existence at the time of the annexation, but later came to include jotes of more recent origin re-settled under the same form of lease by Mr. Sunder. The jotedars were recognized as having permanent transferable rights, "not from any operation of law, but by the gift of Government as the owner of the soil", in a letter from Government to the Board, dated the 10th April 1878. The leases issued in 1880, however, contained limitations which made it impossible to say that the tenancy was a permanent transferable interest within the meaning of the Bengal Tenancy Act. This settlement was not confirmed, and the *mal* jote leases granted by Mr. Sunder in 1891 constituted the first binding contract between Government and the jotedars. Their legal effect was to create a temporary tenancy in which the right of transfer and inheritance was confined to the currency of the lease. There was a right to renewal, but only on such terms as Government chose to dictate. The leases issued under the Waste Land Rules to new jotedars from 1888 onwards insisted on residence, but otherwise bestowed a right which was really permanent.

The notification of the 1898 had left Government with a free hand in respect to all these tenancies, and in order to avoid giving the tenants any handle with which to dispute it the Tenancy Act notification for the Duars omitted the usual clause (b) which provides for the record of the status of each tenant. Three successive Legal Remembrancers gave their opinion that there was no legal bar to the insertion in the new leases of conditions inconsistent with the Tenancy Act and Mr. Sunder's leases alike.

The form finally approved gives the jotedars all the rights of permanent tenure-holders except the absolute right of transfer. Clause 1, however, follows the preamble of Mr. Sunder's lease in containing a pronouncement to the effect that on expiry Government has a full discretion as to the terms of renewal. Subletting to chukanidars, who are not *bonâ fide* cultivators and residents, is forbidden, the new comers are protected from rack-rents, and the old chukanidars cannot be asked to pay rents higher than those recorded in the finally published records during the currency of the settlement. The sanction of the Deputy Commissioner has to be obtained to all transfers as well as to the erection of embankments or the cutting of new water-courses. There were similar prohibitions in the previous leases, but they were never enforced, partly because of the lack of a local reporting agency, partly because the Deputy Commissioner short of the cancellation of the lease had no definite powers. To remove these defects the new leases authorise the Deputy Commissioner to impose a fine up to Rs. 500 for minor breaches of the contract, and he can recover the cost of undoing any mischief caused by the unauthorized interference with water channels from the tenant at fault under the Public Demands Recovery Act.

Chukanidars were held by Mr. Sunder to have heritable and transferable rights, but they were not allowed to sublet except to *adhiars* and their rents could be enhanced to a maximum of 50 per cent. above the jotedars' rates. At the present settlement rents more than 50 per cent. in excess of those paid by the jotedars have been recorded in some cases, but it has been laid down that no new chukani holdings must be settled at rates which leave more than that margin of profit.

Adhiars throughout the district were originally looked upon as tenants at will or labourers. In 1885 the question of raising their status was mooted, but nothing definite was done until the notification of 1898 spoke of them as tenants, and thus disposed of what Mr. Milligan calls the prevailing heresy of regarding them as labourers. Between Mr. Sunder's and the present settlement there was a great extension of the system. The statistics show 32,408 adhiars in possession of 134,355 acres in the Duars and no less than two-thirds of the permanently-settled area was also cultivated by this class. After full discussion it was decided to record all the produce-paying tenants, who possessed their own ploughs and cattle as raiyats or under-raiyats,

and to note the possession of the remainder in the remarks column of the khatians of their superiors.

Mr. Milligan believes that the jotedars as a class have acquiesced in this action and that some 19,000 adhiars can now look forward to undisturbed possession of their lands. In clause 9 of the new *mal* jote leases it has been stipulated that new under-tenants taking settlement from a jotedar must be settled as chaukanidars and not as *adhiars* if they possess the necessary cattle and ploughs.

The following statement summarizes the classes of tenants in the Duars :—

			Acres in khas possession.	Total area	Total No.	Average revenue or rent.
						Rs. A. P.
Jotedars	...	...	265,755	544,697	15,244	1 1 11
Chukanidars and dar-chukanidars	...	...	144,587	184,266	17,752	2 1 9
Adhiars under jotedars	...	...	108,924	134,355	32,408	.....
Adhiars under chukanidars and dar-chukanidars	...	...	25,431			

9. The revenue of the 988 square miles permanently-settled is Rs. 1,35,976, giving an incidence of annas 3-5 per acre. When all progressive enhancements come into effect the revenue from the area not

permanently-settled will be Rs. 6,10,495. This is equivalent to an incidence of Re. 1-2 per acre on the whole and of Re. 1-15 per acre on the area cultivated. The corresponding figure for rent in the permanently-settled estates is Rs. 2-5 an acre and this was raised by three annas in the rupee over large areas as the result of the cases under section 105.

10. The purely technical part of the settlement procedure was based on the Bakarganj rules. The district did not contain any of the complexities of sub-infeudation and coparcenary, which eventually led to certain modifications of that system in the more recent settlements of East Bengal. The progress in every block was hampered by continual sickness among the staff and to this and the delays caused by discussions of the principle of cess revaluation and assessment the expensiveness of the settlement must be ascribed. The whole district was traversed, but cadastral maps on the 16 inch scale were only prepared by the settlement staff for the permanently-settled parganas and for the arable lands in the Duars. The Director of Surveys prepared 16 inch maps of those tea gardens, whose managers applied for them, and two-fifths of the costs were recovered from the owners. Sixteen inch topographical maps were prepared of the *chaks*, or enclaves, belonging to the Cooch Behar State inside the boundaries of the district, giving only those details which were necessary for the preparation of small scale maps of the district as a whole. For the forest areas and the remaining tea gardens 4 inch topo-graphical maps were made.

The chief feature of technical interest in connection with the settlement is the unit of survey adopted. This was the taluk in the Duars, and the revenue survey mauza in theory, but the taluk in fact, in the permanently-settled portion. In the Duars a separate series of plots was given to each jote within the taluk, and in the west of the district to each sheet within the mauza. Unsettled plots sandwiched between jotes were described by a fraction which had as its numerator the number of the sheet and as its denominator the number of the plot with the addition of the letter $\frac{1}{2}$. As a result of these unorthodox methods great care was required in amalgamating the khatians of the same interest at *anch*, and the constant occurrence of fractional numbers made the record clumsy, but the system had its good points and was useful for the purpose of distributing maps at recovery camps.

11. Jalpaiguri was the first district in East Bengal for which a cess revaluation was done by the Settlement Officer, *pari passu* with the preparation of the record. A proposal to assess the *ni-dakhaliya* land of raiyats with a rent of less than Rs. 200 and only a small fraction of their holdings

Cess revaluation.

sublet on the basis of the rent paid instead of the subletting value of the lands was overruled. The revaluation resulted in an increase of Rs. 58,126 from ordinary cultivation and Rs. 1,169 from tea gardens.

12. In three of the parganas not permanently-settled an enhancement of 3 annas in the rupee in good taluks and of 1 anna in the rupee in inferior taluks was distributed among the jotedars at the 1890 settlement, and the chukanidars' rents were then raised proportionately. In the remaining nine parganas the reverse system was adopted and the existing rents of the chukanidars were used as the basis for assessing the sub-let portions of each jote. Lands held khas were assessed at the so-called pargana rates. At the present settlement lands were classified according to their fertility and three tables of rates were prepared :—

- (1) for the advanced parganas of North and South, Mainaguri and Chengmari ;
- (2) for the eight less fully developed parganas ;
- (3) for Ambari Falakata, which is fully cultivated, but of inferior soil.

After the disposal of objections and confirmation of the tables the rates were applied to all the lands of a jote subject to modifications under section 104C, which were in all cases enquired into by the Settlement Officer himself, and the liberal grant of progressive enhancements. A corresponding table with rates for each class of land 50 per cent. higher was simultaneously applied to the chukanidar's tenancies. In the last group the rents of the chukanidars were taken as the basis of assessment and the jotedar received 33½ per cent. of the collections as his profit.

The following statement compares the results of the last three settlements :—

		Area settled. Acres.	Revenue. Rs.	Percentage of increase of—
1880 Settlement ...	...	307,828	2,23,999	...
1895 Do. (Sunder's) ...	...	384,895	3,74,901	60 per cent
Present settlement	...	544,697	6,10,495	63 ..

Owing to new settlement during the currency of Mr. Sunder's settlement, the revenue actually realisable when Mr. Milligan came to prepare his new rent-roll was Rs. 4,43,038. Similarly though the full revenue of Rs. 6,10,495 assessed at the present settlement will not be due until the last quinquennial period owing to progressive enhancements, subsequent settlements have already raised the revenue to approximately this figure.

13. The statement above takes no account of the special settlements of which Colonel Hedayet Ali's Estate is the most important. It covers an area of 28,495 acres of which all but some 1,300 acres is sublet to chukanidars, who were paying at the same rates as jotedars in other parts of the same parganas. Their rents were therefore subjected to a substantial enhancement. The question of the revenue to be paid by the heirs of the Colonel was the subject of a special reference to Government. It was decided that for a further period of 20 years they should enjoy favourable terms, but after that term their revenue would be brought into line with that of other jotes. In accordance with these orders a lease has been executed, which, with two intermediate stages, increases the revenue of this estate from Rs. 7,897 to Rs. 22,790.

At Mr. Sunder's settlement a block of 20,000 acres at Satali was reserved for Meches and Garos, but the experiment was not a success because no precautions were taken to prevent transfer and sub-infeudation to outsiders. Between 1907 and 1915 most of the aborigines moved out of the district to Assam, and Mr. Milligan is of opinion that the lands should be made available for tea gardens.

There is another colony of aborigines at Totopara whose main source of livelihood is the cultivation of oranges. Their assessment has now taken the form of a poll-tax at Rs. 2 for each adult male.

There is also a colony of Santhal Christians on the banks of the Dadadhar and Samuktola rivers founded about 30 years ago by the Revd. A. J. Shields, and managed by a Missionary Superintendent with as little reference as possible to the district authorities. There was a Pastorate Committee and a Land Committee composed of mandals, both presided over by the Pastor, whose main business was to consider applications for new settlements. As the result of Mr. Milligan's report on the colony Government has placed the revenue administration in the hands of the Deputy Commissioner, and 4,568 acres of cultivated land has been assessed at Rs. 3,516.

14. The idea of the Settlement Officer's original proposals for the recovery of costs was to apportion the share payable on the benefit received rather than on the ability to pay. Mokorrari tenure-holders were to pay 8 annas of their profits and the proprietors of the Baikunthapur estate 5 annas per acre instead of 3 annas assessed on the holders of the smaller estates. Government decided that all proprietors and tenure-holders should be assessed on their profits, but accepted Mr. Milligan's proposals in so far as to charge 8 annas in the rupee from mokorrari tenure-holders instead of 5 annas as in the case of other landlords. All raiyats were to pay $6\frac{1}{2}$ annas per acre and under-raiyats were exempted. The assessment which was designed to bring in a sum of Rs. 5,78,000 actually resulted in the collection of Rs. 6,21,299.

15. The last estimate of expenditure as submitted to the Government of India in the Hon'ble Mr. Kerr's letter No. 329, dated the 11th January 1915 was Rs. 20,21,291. This did not include a sum of Rs. 53,278 spent on the Special Tea Grant Survey by the Director of Surveys. Deducting that amount the actual gross expenditure was Rs. 20,78,794 and the miscellaneous receipts were Rs. 1,81,802. The net expenditure was therefore Rs. 18,96,992, of which the sum to be refunded to the Government of India came to Rs. 14,22,744. There was some difficulty in distributing this amount between the permanently-settled portions and the area under re-settlement of land revenue. The Settlement Officer calculated that Rs. 6,19,599 *plus* Rs. 4,500 for the maintenance of boundary marks should be realized from the public and that the remainder, including the whole of the expenditure on jamabandi which before the deduction of the Government of India's quarter was Rs. 1,23,369 should be charged to the Local Government. It is doubtful if the Settlement Officer made sufficient allowance for the large proportion of the expenditure on supervision which was debitable to the area under re-settlement of land revenue. Previous calculations on the basis of area had divided the cost in the proportion of 38 to 45. On this basis the share of the public in the permanently-settled area would have been Rs. 5,78,320. Government, therefore, decided to accept 6 lakhs as the amount recoverable from landlords and tenants.

The net cost of the settlement works out at Rs. 836 per square mile in the permanently-settled area and Rs. 941 per square mile in the temporarily-settled area. This calculation leaves out of account the forests and tea gardens for which 16 inch maps were not prepared.

16. The settlement has been of great value in this hitherto undeveloped district in providing reliable maps and records of the tea gardens and forests and in settling many vexed boundary questions between British India and Cooch Bihar and Bhutan. The settlement of the Duars has solved many of the ambiguities and anomalies of the preceding settlements and left the position of all classes of tenants on a footing which is satisfactory both to them and to Government.

Mr. Milligan's popularity with the planters and close contact with the administration (he himself acted as Deputy Commissioner on several occasions) enabled him to pave the way for various schemes of lasting benefit to the district of which the report does not give an adequate idea.

17. The Board has sanctioned in the past year a cheap and effective scheme of maintenance for the Duars, which will cost Rs. 54,000 annually for the whole area, 6·7 per cent. of the income. It is to be tried for one

The maintenance of the record in the Western Duars.

year in the Mainaguri tahsil at a total cost of Rs. 5,782. The scheme provides for the appointment of patwaris, one to a circle of about 13 square miles, who under the supervision of kanungos, will record mutations, report encroachments on lands reserved for public purposes, and make any changes in the village maps necessitated by alluvion, diluvion or extension of cultivation. Mr. Milligan took a leading part in calling attention to the evils of the old system by which the tahsil staff was concentrated at headquarters, and the new scheme embodies many of his ideas.

18. Mr. Milligan has prepared a list of the printed files which bear on the important problems connected with the khas mahals and proposes that copies should be kept by the Commissioner, the Deputy Commissioner, the Revenue Secretary and the Director of Land Records as a supplement to his report. One of the most important of his recommendations is that the next settlement of the Government estates should be taken up in time to enable all questions of principle to be discussed before the current settlement expires. Mr. Sunder's report left many questions connected with the history and status of the tenants in the Duars in a state of considerable ambiguity, and though Mr. Milligan tackled all these problems with an independence and strong common sense, which compels admiration, it cannot be assumed with confidence that many of them will not cause equal trouble again. For example, Mr. Milligan thinks that it is a mistake not to allow the executive partition of jotes in certain circumstances, while the degree of transferability to be allowed in the next form of lease and the question whether the Tenancy Act will apply to the fully reclaimed jotes on the expiry of the present leases will require careful consideration.

In conclusion, I have the honour to request that the good work done by Mr. Milligan and the officers mentioned in section 6 of the report may be brought to the notice of the Appointment Department. In more than one place in the report Mr. Milligan refers to the depreciatory reputation which other settlements have been inclined to bestow on the Jalpaiguri kanungos. He attributes all their failings to the severe handicap which they suffered in the way of illness, and judging by the work his kanungos and assistant settlement officers have since done in other districts, I am of opinion that this conclusion may be accepted as correct.

No. 3989 R., dated Jalpaiguri, the 23rd December 1919.

Memo. by—D. H. LEES, Esq., I.C.S., Commissioner, Rajshahi Divn.

Copy of the following forwarded to the Secretary to the Government of Bengal, Revenue Department, in reference to Mr. Latif's letter No. 5895, dated the 17th July 1919.

Most of the questions dealt with in the report were the subject matter of correspondence during the progress of the settlement proceedings and opinions were then expressed by the Deputy Commissioner and Commissioner. I have no remarks to make now.

No. 3256 G., dated Jalpaiguri, the 20th August 1919.

From—F. W. STRONG, Esq., I.C.S., Deputy Commissioner, Jalpaiguri,
To—The Commissioner of the Rajshahi Division.

With reference to your letter No. 2662 R., of the 24th July 1919, forwarding for perusal Mr. Milligan's final report of the Jalpaiguri settlement together with copy of Director of Land Records' letter No. 4670 of 27th June 1919, I have the honour to say that the report is a very readable document and I have read it with much interest.

I have little comment to make in regard to its contents but I note the following few points which may possibly involve some slight revision of the text.

Page 13, end of paragraph 20.—"It is a subject which will increasingly engage the attention of the Government who, having prohibited every form of private enterprise in the training of rivers, will frequently be called upon for help and technical advice" and again page 19 (middle of the page) "and if the Embankment Act were fully extended the Deputy Commissioner would be placed in a much stronger position in dealing with such cases".

The first of these extracts would seem to take into account the fact that the provisions of clause (b) of section 76 of the Embankment Act have been extended to the Duars, though, even so, private enterprise in the training of rivers is permitted, provided the Deputy Commissioner's previous permission is obtained. The second extract, however, seems to indicate that the writer is unaware that the Embankment Act has been fully extended to the Duars. The whole Act, with the exception of section 76 (b), has always been in force (*vide* sections 1 and 6 of the Act). Section 76 (b) was extended with effect from 20th October 1917.

The meaning of the words "Where the settlement of waste land has been stopped" between pages 90 and 91 is not clear to me. It is true that new settlements of waste land in the Duars were stopped in 1915 by Commissioner's order in expectation of such lands being required for settlement with soldiers after the war, and that this embargo has not been removed yet, but this is only a very temporary stoppage. The Board of Revenue has only recently brought out a new and improved form of lease for settlement of waste lands.

Pages 110 and 111, paragraph 109.—The paragraph begins "As there are no Meches or Garos now left in Satali", and towards the end of the paragraph the following sentence occurs: "Soon after this the Mech exodus from the Duars began, and in 1915 I was informed that practically every Mech had moved over into Assam." I had an enquiry made into the circumstances of the colony in 1917 and the Subdivisional Officer reported that there were 894 Meches in the colony.

Page 135, towards the foot of the page.—The sentence occurs "I should add to the last sentence that by 1907 all Meches in the Western Parganas had sold their jotes and moved eastwards, and by 1915 practically every Mech had left the district altogether."

Apart from the Meches in the Satali colony the Naib Tashildar of Bhalka reports that there are 1,700 Meches in his *elaka*. If Mr. Milligan's information as to their leaving the district is correct, they must have returned in the interval.

Paragraph 16 of the Director of Land Records' letter.—The 16-inch maps of the tea gardens prepared by the Survey Department on payment have not given general-satisfaction as they are said to contain many mistakes and inaccuracies while jote lands in possession of tea estates have in some instances been included in the maps and in others excluded. There appears to have been a lack of supervision over the work of the amins who prepared these maps.

The Forest Department are also far from satisfied with the maps supplied to them, as in many cases the settlement boundaries do not agree with the notified boundaries or the maps prepared in previous Forest Surveys.

In regard to the statement that "the settlement of the Duars has..... left the position of all classes of tenants on a footing which is satisfactory both to them and to Government" it may be noted that the mal jotedars of the Duars submitted several memorials on the subject of the restrictions imposed on their right of alienation of their jotes in Mr. Milligan's renewed mal jote lease. Finally, they respectfully but firmly refused to accept their renewed leases in that form. The question of granting the right of unrestricted alienation to the majority of the mal jotedars is now under the consideration of Government.

The report and the Director of Land Records' letter are returned herewith.

No. 1559 L. R., dated Calcutta, the 11th February 1920.

From—THE HON'BLE MR. M. C. McALPIN, M.A., I.C.S., Secretary to the Government of Bengal, Revenue Department.

To—The Secretary to the Government of India, Department of Revenue and Agriculture.

I am directed to forward, for the information of the Government of India, a copy of the final report on the survey and settlement operations in the district of Jalpaiguri (1906-16) together with a copy of a review of the report contained in a letter, No. XXV—13-4670, dated the 27th June 1919, from the Director of Land Records, with which the report was submitted to Government.

2. The report has been prepared by Mr. J. A. Milligan, I.C.S., the former Settlement Officer, and was completed during the time that he has held the post of Vice-President of the State Council, Cooch Behar State. The Governor in Council considers that it is a matter for regret that Mr. Milligan was unable to submit the report earlier; but is of opinion that he has done good work amidst numerous difficulties. His report is an interesting and readable record of that work and of the curious conditions of the district of Jalpaiguri. One result of the proceedings has been an increase of revenue in the Government estates of the Western Duars from Rs. 4,43,038. to a sum which will eventually amount to Rs. 6,10,495. The Director of Land Records has drawn attention in his review to the principal features of the report, and therefore His Excellency in Council does not consider it necessary to cover the same ground.

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